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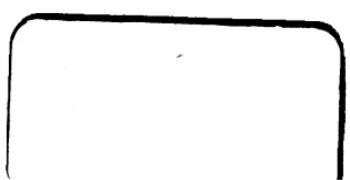
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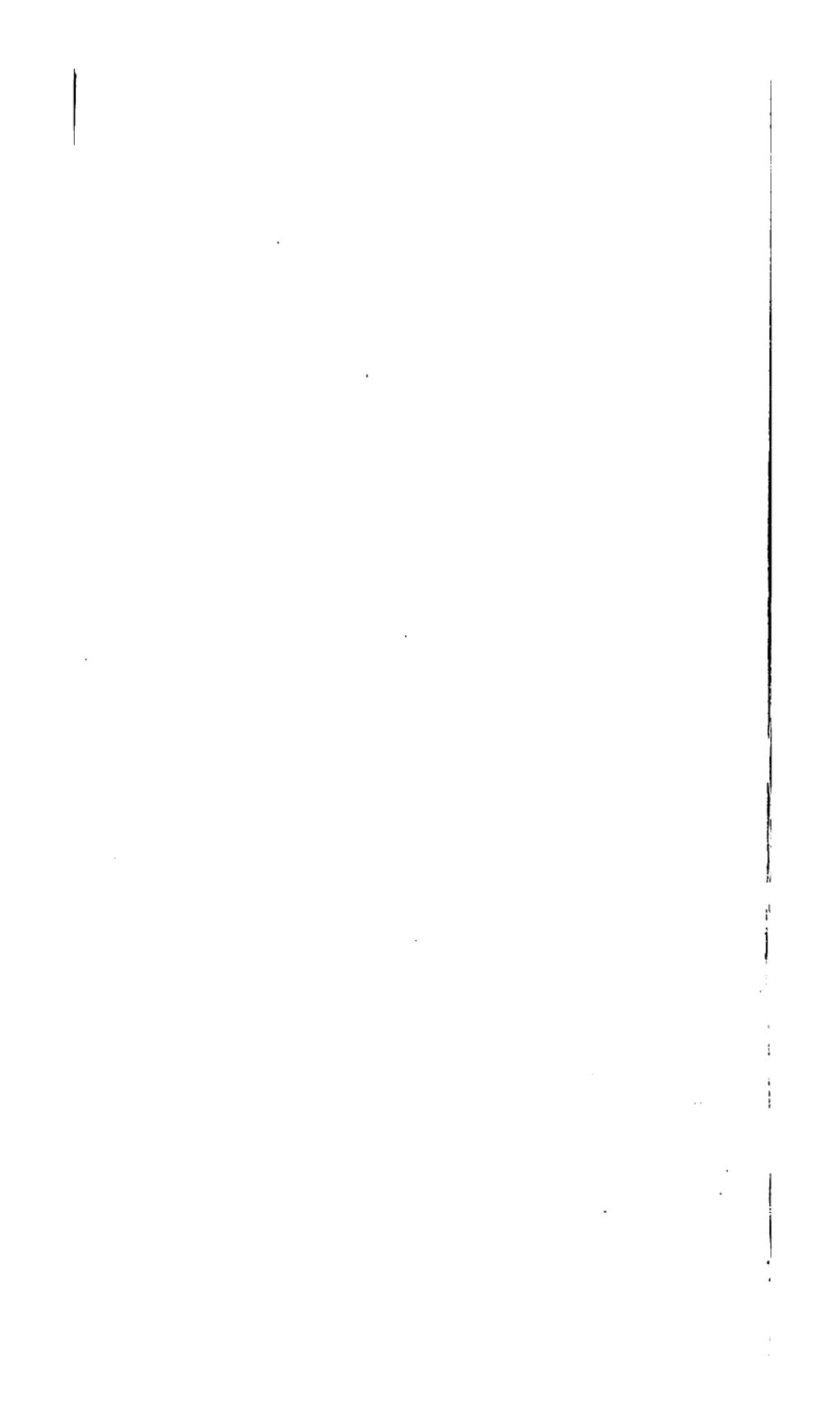
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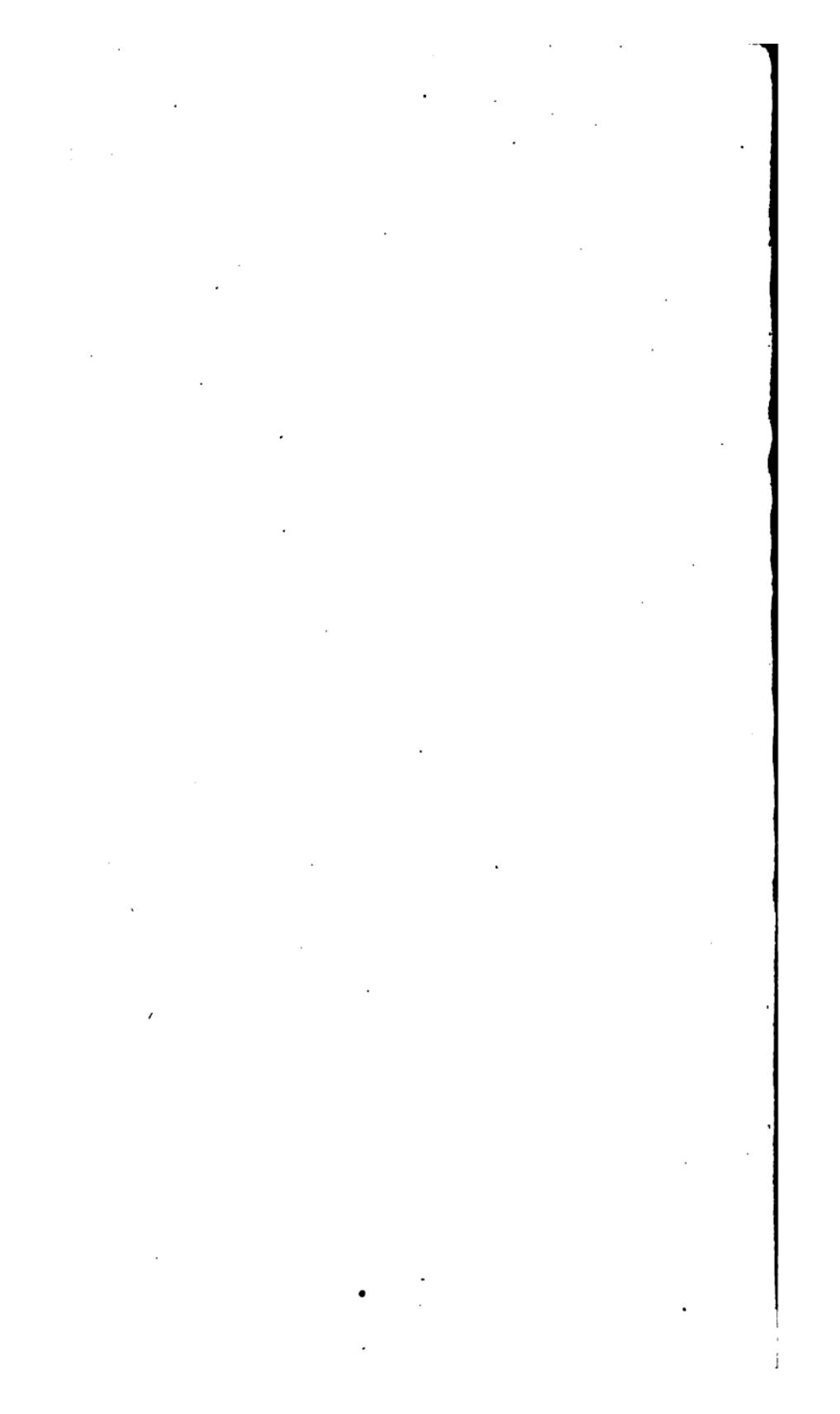






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**INSTRUCTIONS
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ABSTRACTS OF TITLES.**

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"An unpretending useful little book, on a subject deserving of greater attention than is commonly supposed."—*Legal Examiner*.

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The author of "*The Attorney—his Education, Practice and Duties*," treating of Abstracts of Title, says, chap. 38,—"The author has been indebted for many useful hints in the compilation of this chapter, to a little volume which he studied with much advantage in the days of his clerkship, entitled '*Instructions for preparing Abstracts of Titles*,' by HENRY MOORE, Esq.; and with pleasure he takes this opportunity to acknowledge the obligation."—*Law Times*, Vol. 24, No. 604.

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Mr. Macleod,
INSTRUCTIONS 29th May 1863.

FOR PREPARING

ABSTRACTS OF TITLES,

AFTER THE

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THE METHOD — NOT ONLY OF ABSTRACTING EVERY SPECIES OF
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BY COLLATERAL DOCUMENTS, AS TO FORM
A COMPLETE TITLE.

By HENRY MOORE, Esq.

AUTHOR OF "THE COUNTRY ATTORNEY'S POCKET REMEMBRANCER,"
"THE SOLICITOR'S BOOK OF PRACTICAL FORMS,"
AND EDITOR OF "THE LAWYER'S COMPANION," 1859 TO 1863.

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1873.

**J. EVANS, Printer,
62, Berwick Street, Oxford Street.**

P R E F A C E.

THIS little work having been long out of print, the Author has received many solicitations to publish another Edition of it.

He has therefore, at length yielded to the wishes of others rather than to his own feelings, and ventures to lay a THIRD Edition before the profession ; in the hope that it will receive the favorable consideration and patronage which have been bestowed on his previous humble performances.

He has considerably enlarged the work so as to embrace, as he believes it now does, an abstract of every species of ancient and modern deeds of assurance and documents, associated with titles to property, together with a Glossary of the contractions for the guidance of novices ; intending thereby to render it as complete as possible.

H. M.

March 20, 1873.

A D V E R T I S E M E N T

TO THE

SECOND EDITION.

ANOTHER Edition of this little work having long been called for, the Author has consented to bring it again before the profession, trusting his present efforts to render it useful will meet with similar patronage and indulgence to that which was extended to the former Edition.

He has now revised the whole work. He has added several other precedents, and much new matter ; and has endeavoured to make it, as far as he can, in accordance with the changes which have taken place, connected with the subject-matter, since its first publication ; and so, it is hoped, improved his original design.

H. M.

November 2d., 1849.

PREFACE

TO

THE FIRST EDITION.

ABSTRACTS of Titles have long been the subject of complaint, not less on account of the confused and ambiguous manner in which the material parts of the deeds and instruments are commonly stated, than the inartificial mode of arrangement adopted; both of which occasion considerable trouble and embarrassment to persons perusing them. Conveyancers have, therefore, repeatedly suggested the necessity of observing a more careful and systematic preparation of these documents, and have pointed out the many advantages that would result therefrom not only to the profession, but to the parties interested. But from some cause or other not readily conceived, unless it may be attributed to the

viii **PREFACE TO THE FIRST EDITION.**

want of some general precedent, those suggestions have hitherto been attended with little success.

Titles, however, are now required to be so strictly scrutinized upon all occasions of transfer of property, and the responsibilities of counsel in advising upon them are become so considerable, that it is still more expedient to remove the cause of complaint before alluded to, and, at the same time, to reduce those responsibilities, by adopting generally the system so frequently recommended.

With a view, therefore, of promoting this end, the author of the following pages is induced to lay them before the profession; trusting that they will be found to contain a model of such system, and that they will, consequently, have the desired effect.

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ADDENDA ET CORRIGENDA.

Page 6, at the end of line 3, note the case of *Henry William Cresswell*, who was committed for trial on such a charge.

Page 134, line 25—For “George,” read “Geoffery.”

INSTRUCTIONS

FOR PREPARING

ABSTRACTS OF TITLES.

PART I.

INTRODUCTION.

ABSTRACTS of Titles have been uniformly considered, by modern conveyancers, to be important documents ; for upon them the true development, if not the security of titles mainly depends. It is not, therefore, surprising to find in almost every work on the subject of conveyancing either a dissertation on, or a chapter devoted to them.

On one point all the authors agree ; and it is this—that these compilations require careful preparation, combining skill and judgment with brevity and truthfulness. And there is another point on which most agree, namely, that an abstract should be, unlike those prepared by unskilful hands, a clear, connected history of the title ; and that the essential parts of the deeds and documents

set out, should be so systematically arranged as to convey to the mind as it passes over them, their precise efficacy and effect (a).

But in how few instances do we find brevity and perspicuity or even arrangement or neatness properly regarded?—Instead of the records, forming links of the title, being strung up so as to show a continuous and complete chain, and of a judicious abridgment being made of them, how often are they to be found jumbled together, and important clauses wholly omitted, sadly curtailed, or obscurely set out, and the unimportant ones absurdly elongated? Take the receipt in the testatum clause as an example of curtailment almost equal to entire omission. This is often dispatched, whatever may be its importance, with the words—“the receipt &c.” instead of showing what the receipt professes to discharge. So with respect to the Covenants. They are frequently disposed of, however modern, by the words—“usual Covenants for title”—or, “usual mortgage Covenants,”—without showing the qualifications or restrictions they contain. Again: words of representation are thus stated—“his heirs &c.”—or, “his executors &c.”—instead of the true words of the deed, whether correct or not, by which it may be seen that the proper parties are bound by them. So

(a) This object is much aided by means of margins; for they serve to direct the eye, and show, quicker than any other device, the sufficiency or want of the usual and proper clauses.

again, with respect to Powers and indemnity clauses. They are usually rendered thus—“Usual power of sale in default,” whether exercised or not; and—“usual indemnity to trustees,” without reference to the objects of these clauses; which, although generally similar, not being stereotyped, are not always alike.

Now, it may be asked, how is it possible for a counsel or attorney, who is an entire stranger to the title and the circumstances connected with it, to acquire the necessary knowledge to enable him to form a satisfactory opinion, much less *safely* advise on it, where such scanty evidence and such meagre sentences are given in the abstract? He must, if he discharges his duty conscientiously, either call for a more perfect statement of the title, raise questions which that statement may have avoided, or give his opinion with caution and reserve and so lessen its value. For want of these precautions, the one may incur after-reflections, and the other responsibility; for when any thing goes wrong, the counsel or attorney engaged is sure to get the blame of not having discovered this or that omission or defect. But it is as ungenerous as it is unfair to impose such a disagreeable duty, much less such a responsibility, upon any man, whenever materials are at hand for avoiding it.

Time, labour, and expense too, may often be avoided by devoting proper attention to the careful preparation of an abstract. By a methodical arrangement of the deeds and evidences as

to dates, in the first instance, and a careful perusal of each before the pen is used for the work ; the draughtsman may become acquainted with the very essence of it ; so that when he begins an abstract he would know, as nearly as may be, what parts to set out and what to omit or condense.

One great fault tending to the evils and disadvantages before noticed, is the circumstance of the work being entrusted to the nearest tyro professing to be able to prepare abstracts, instead of the chief or really competent clerk. It may be true that the superiors revise and settle the performances of the former ; but it is seldom done with the same accuracy as that which attends the original preparation by those having clear and thoughtful minds.

Another cause often operates in the same way. Even principals are not unfrequently disposed to treat abstracts with less concern for their accuracy and completeness than they really deserve ; assuming, perhaps, that the imperfections would be brought out by the opposite counsel or solicitor. But this is a great fault, and most unjust ; for it not only throws the additional labour and expense of perfecting them upon the party who has no right to bear them, but also sometimes occasions serious litigation ; for which there is no reasonable excuse whenever they can be perfected in the first instance. Leaving omissions for complaints, and defects to be drawn out by requisitions, is, moreover, as slovenly and tedious

a mode of proceeding as it is unwarrantable. And why the party receiving an abstract, should be put to the additional expense of making discoveries or objections so as to supply the carelessness or want of judgment of the party preparing it, is not easy, on principle, to understand.

Under these circumstances, however, it is recommended by the best of authors that all abstracts of title should be thoroughly perfected in the first instance, and before their delivery to the other party, whether he be a mortgagee's or a purchaser's solicitor. And so strong is the necessity for this, that it has been held, where a purchaser is required to deliver requisitions on the title within a prescribed time, that time does not begin to run until a *perfect* abstract has been furnished. (a).

Of course, in speaking of a *perfect* abstract, it must be understood to mean—one that is so far perfect as it lies in the vendor's or mortgagor's power to make it so. If only an imperfect title can be shown it would be simple nonsense to say a *perfect* one *must* be deduced. All that is required is that the title shall be properly and truthfully developed from the records of it, whatever they may be, in the possession or power of the party making and furnishing it. But even this must be done with all the imperfections as well as the perfections attending them; for if there should be any concealment, the startling

(a) *Hobson v. Bell*, 2 Beav. 17; Dart 58 (1851 ed.); Prid. on Conv. 2 ed. p. 2.

word “Fraud” may be sounded the moment it is discovered ; and should the suppression prove material, serious consequences might ensue. Even where carelessness may be substituted for fraudulent intentions, the solicitor is liable for the consequence of such suppression ; as has been recently demonstrated by the case of *Chapman*, who now stands committed for trial on a similar charge.

In all respects, therefore, every draughtsman should not only be skilful and careful, but honest and unflinching in the discharge of this onerous duty : on the one hand omitting nothing which is material ; nor, on the other, introducing superfluous matter, which may tend to perplex or mislead, or dilated clauses of a common and formal nature, which occasion additional expense without doing any possible good.

The chief object of the following parts will be to show—not only the periods of deducing titles and stringing up the records so as to reduce them into a formal and historical shape, in the mode before referred to ; but also their proper roots in, and ramifications through different kinds of property ; — to point out, as far as may be, the essential from the non-essential clauses ; and — finally, to illustrate the whole by means of a general precedent (much enlarged since the first edition of this work:) thus showing, at the same time, the margins and contractions for the use of beginners, and leading the more experienced into a systematic method of preparing abstracts of titles.

PART II.

—o—

RELATING TO

1. The periods for deducing Titles.
2. The Roots of different Titles.
3. The points to be observed in deducing them :—
 - I. As to COPYHOLDS and CUSTOMARY FREEHOLDS.
 - II. As to FREEHOLDS.
 - III. As to LEASEHOLDS—
 1. For Lives.
 2. For Years.

—o—

IN preparing Abstracts of Titles in general, the chief thing to be attended to, is, (as before stated) neither to suppress such evidence or facts as may be proper to be given in support of the titles, on the one hand, nor to give such as may lead to unnecessary inquiry, and consequently, to trouble and expense on the other.

In the exercise of this discretion, however, great caution is necessary, as the solicitor for a vendor or mortgagor would be *personally* liable for the consequences, if he were to suppress or keep back any deed or document disclosing incumbrances, or which would show a defective, or not the true state of the title; see *Higgins v.*

Joyce, 2 Jones & Lat. 282; and the recent case referred to in page 6 (a).

But almost all titles are differently circumstanced, both as to their commencement and state of perfection;—some may be regularly deduced for more than a century, whilst others cannot be traced, by deeds at least, above a fourth of that period;—some, again, are perfectly clear up, or down to a particular date, and afterwards materially defective.

Considerable skill and attention is, therefore, necessary to be employed in order to avoid the two extremes, and to prepare abstracts correctly. It is not, however, intended, at present, to attempt to lay down any precise rules for the attainment of this object in *every* case; for that would be running beyond the design and scope of this work. All that appears to be proper and useful in this part is,—To show, as briefly as possible, the time for which different titles should be deduced;—the deed or documents proper to be selected for the roots of such titles; and—to notice some of the most important points to be observed in deducing Titles—1. To Freehold,—2. Copyhold, and—3. Leasehold property, under the separate heads.

I. AS TO FREEHOLDS.

Every title to this kind of property should be

(a) In order to keep this work within the prescribed limits, the author will purposely abstain from quoting cases and other authors so fully as he could have wished in support of his views and doctrine.

deduced *sixty years* at the least, as a purchaser is still entitled to require it.

For some time after the passing of the Statute of Limitations (3 & 4 W. 4, c. 27), it was considered, and by some able counsel strongly contended, that this period had been shortened by that Act. But doubts on the point have now been removed by express decisions, which show that a *sixty years' title* can still be insisted upon. *Cooper v. Emery*, 1 Phill. 388; *Hodgkinson v. Cooper*, 6 L. T. 451. (a)

These decisions appear to have proceeded upon the old rule with reference to the duration of human life, rather than from any intention to enlarge the operation of the Act. And it is obvious that such rule cannot be entirely disregarded; for a *tenant by the curtesy* might, previously to the act referred to, have enfeoffed a stranger, and levied a fine, and thus, in the course of forty or fifty years, during which he might live, confer upon the feoffee or those claiming under him an apparently marketable title, although at his death the heir could evict a *bond fide* purchaser for a valuable consideration. So with respect to any other tenant for life. And the reversioner, residing abroad, or being under any disability at the time of such tenant's death, might extend the right of entry to a period beyond sixty years.

(a) *Lord St. Leonards' Vend. and Pur.* 1 ed. 265; *Crabb's Conv.* by Christie, 4 ed. p. 6.

It is usual, however, in practice, when the title appears to be free from suspicion, not to be so exacting with respect to evidence in minor matters as before the passing of the Act referred to. Statutory Declarations in such cases are, therefore, more usual and satisfactory than formerly.

But when the title can be taken up at this date, it is proper, in selecting a document for the commencement of the abstract, to avoid such as refers to any anterior assurance; (a) because, whenever an abstract begins with a deed or instrument, which depends for its validity or accuracy upon, or gives notice, by recital or otherwise, of an absent deed or instrument which throws some *reasonable* doubt upon the title, such deed or instrument must be produced and form part of the abstract (*Proesser v. Watts*, 6 Madd. 59; *Stevens v. Guppy*, 2 Sim. & Stu. 439); and this might show the creation or existence of dormant entails or interests, or latent defects in the title, which would either lead to its rejection, or drive the vendor or mortgagor to considerable expense to get in or rectify.

Some gentlemen, therefore, choose a *will* for the foundation of the abstract, these documents seldom referring to the prior title. Others, on the contrary, prefer a *mortgage*, because it is presumed that the mortgagee had inquired into the

(a) *Crabb's Conv. by Christie*, 4 ed. pp. 3, 5.

title, and would not have advanced his money upon one which was unmarketable. And when these documents involve no previous suspicion or inquiry they are equally eligible for the purpose; but otherwise, the former is decidedly preferable.

But sometimes a selection cannot be made, and the Title must, consequently, be deduced for *more* than sixty years; and sometimes, on the contrary, it cannot (as before observed) be traced, by deeds at least, through so long a period.

I shall, therefore, now endeavour to show,— First, when it should be carried back beyond sixty years; and, Secondly, how it is to be established when it falls short of that date.

1. The title should be carried back beyond sixty years when the deed chosen for the foundation of it happens to be a settlement made in pursuance of previous articles, or a deed exercising a power, and the title depends either wholly or in part upon the trusts of the settlement or upon the appointment; in order to show that the former was prepared conformably to the articles, and that by the latter the power was properly executed. (a)

So, also, when deeds leading or declaring the uses of previous deeds, or of fines or recoveries, levied or suffered for barring entails, or passing the estates of married women, are selected for

(a) Crabb's Conv. 4 ed. p. 5.

this purpose, if any doubts exist as to the estate or interest the parties levying or suffering them had in the property comprised therein ; or, when such deeds disclose information derogatory to the title, as that there were other parties interested who had not concurred in the assurance, or the like ; the title should be taken up at such remoter period as will be sufficient to explain and remove those doubts. (a) So, when the parcels are described by reference to some prior deed, such deed, if not recited, should be abstracted for the purpose of identity.

The title should also be shown for more than sixty years when it relates—1. To lands or tithes held by charter or grants from, or under the Crown, so as that it may be seen whether there be any reservation of rent, or remainder or reversion to the crown ; which is not barrable by fine or recovery. (b) In the cases of titles to *lay-improper tithes*, it should also be shown if possible, when, and how they were severed from the rectory of which they were parcel, and that the grant was in fee ; and, if evidence can be obtained of the possession, or receipt of the tithes, or the rents of them, and of the titles not being affected by the wills or settlements of the successive owners, it should be procured and abstracted. (c) It should likewise be ascertained

(a) Crabb's Conv. 4 ed. p. 6 ; and Forms, *post*, part 4.

(b) Vend. and Pur. (by Ld. St. Leon.) p. 266.

(c) The period for establishing claims in respect of tithes

and stated that the apportionment has been properly registered according to the Tithe Commutation Act, 6 & 7 W. 4, c. 71.—2. To advowsons in gross ; because by the statute of 3 & 4 Will. 4, c. 27, s. 33, the extreme period of limitation is *three* incumbencies or sixty years (*a*). And—3. To pews and vaults in churches, appurtenant to a messuage ; because a possessory title, although it presumes a faculty, is personal, and may be lost by the occupier residing out of the parish, and by his death. In all these cases, the original charters, grants, and faculties must, for the several reasons just mentioned, be abstracted ; but it is not necessary to give the intermediate title prior to sixty years, except in cases of advowsons, in which the title should be deduced for one hundred years, and the successive presentations must be shown.

And so, also, with regard to deeds creating terms of years which have been satisfied and are still outstanding. These, though more than sixty years old, and though once assigned, and therefore, under the 8 & 9 Vict. c. 112, attendant upon the inheritance, should be fully abstracted, so as to show the object or purpose of their crea-

has, by the 3 & 4 Vict. c. 100, been reduced, except when decided by the Tithe Commissioners under the 5 & 6 Vict. c. 44, s. 10 ; but the same evidence of right or exemption is still required as before the passing of that Act ; *Salkeld v. Johnson*, s.c. 1 Hare, 196 ; 6 Jur. 210.

(*a*) By this statute, s. 30, it is enacted, that no advowson shall be recovered but within *three* incumbencies adverse to the right of presentation, or sixty years.

tion, whenever any irregularities occur in the title ; but when such deeds are recited in the subsequent ones, and the title is free of suspicion, the courts will presume the existence of the term, and the regularity of the mesne assignments prior to sixty years ; and it seems that even after the lapse of thirty or forty years, they will receive such recitals, coupled with possession according to them, as evidence of the facts therein stated.

And again : the title should extend beyond sixty years when the deed or instrument selected for its commencement, *not* being of that age, states the vendor or mortgagor to be—1. An heir-at-law ; for he might not have been the eldest son, or he might have been illegitimate :—2. A devisee ; for upon a true construction of the will by which he claimed, he might have taken quite a different estate to that purported to be conveyed or morgaged : or, 3. A trustee, an executor, or the like ; for he might have exceeded his power or authority, and the concurrence of the heir-at-law, or of other parties, may have been necessary. This evidence, however is seldom, or never, required when a fine has been levied by the proper parties, with proclamations upon which the statute of non-claim has operated.

If the subject of the abstract be a rent charge, annuity, or jointure, a sixty-years' title must, in strictness, be deduced to the property on which it is charged, not merely to show the charge itself, but also that it is safely secured on that property ; for if it were charged on property already incumbered, it might be wholly defeated.

2. When the vendor or morgagor cannot show a title for the last sixty years by the ordinary means of title deeds, in consequence of their having been lost or destroyed, or of his ancestors, or other previous owners having parted with them upon a prior sale of part of the property held under the same title, without taking copies thereof, or the usual covenant to produce them; or, from any other cause; he must adduce the best evidence that he can in support of it. For, although a purchaser cannot reject a title for want of deeds where its origin can be shown, and there has been an undisturbed possession for fifty or sixty years; (a) yet he is entitled to all the information respecting it which the vendor or mortgagor can render him. Not only, therefore, should the recitals in the deeds which the latter may happen to possess, be fully abstracted; but recitals, not being evidence unless corroborated, (b) he should also set forth (and be prepared to furnish the purchaser or mortgagee, on the completion of the purchase or mortgage with) all such evidence in support of them as a conveyancer can accept.

A few more observations may here be made as to the mode of abstracting titles derived through, or under exchanges, deeds of partition, and enclosures, those titles being generally of a freehold nature.

(a) *Cotterell v. Watkins*, s. c. 1 Beav. 261; 8 Jur. 283; Crabb's Conv. 4 ed. p. 6.

(b) *Fort v. Clarke*, 1 Russ. 611.

The titles to both the property given and taken under what is termed a common-law exchange, prior to the exchange, if it has happened within sixty years, should be deduced (and it should be done in *separate* abstracts); because, in consequence of the warranty incident to such an exchange, prior to the passing of the Act presently referred to, if the title of either party, proved defective, the other party, upon eviction, might have recovered the land he exchanged, even though it may have been subsequently sold and conveyed to a *bond fide* purchaser. But by the 4 & 5 W. 4, c. 30, ss. 24 & 25, this right of eviction as to exchanges of lands in common fields; and by the 8 & 9 Vict. c. 106, this warranty or right of re-entry, has been abolished.

And so, also, with respect to titles derived under deeds of partition, to which the same implied warranty and right of re-entry is annexed. But these titles are generally derived through wills or settlements, and consequently from the *same* person; so that, in such cases, the dangers above named cannot occur to one and not to all his co-tenants alike.

But in mutual exchanges, where the property is conveyed by reciprocal conveyances, this is not so material, since the implication at common law does not then arise. It is, nevertheless, proper to deduce both titles to the time of making the exchange, under distinct heads; so as to show the right of each party to make it, and also to prevent confusion to persons perusing the titles.

Exchanges made in pursuance of Inclosure or other Acts of Parliament, sometimes partake of the one quality and sometimes of the other ; and must, therefore, be abstracted accordingly. If, on the one hand, they follow the common law assurance, both titles must be deduced ; but if, on the other hand, they are (as in cases of inclosures they commonly are) made subject to the same charges as affected the property exchanged, the deduction of one title is sufficient. But if they are made in respect of properties held under *several* titles, in deducing the title to the lands so allotted, the title to *each* property should be abstracted.

And, in all cases, the Act of Parliament authorizing the inclosure should be abstracted, so far, at least, as to show the powers of the commissioners.

So in cases of sales to Railway and other Companies under Acts of Parliament.

Abstracts of titles to strips of waste land lying between highways and the adjoining lands should show the title to such adjoining lands ; to which they, in general, belong, as well as the subsequent title relating exclusively to them.

So as to Easements granted by deed. But where titles depend upon adverse possession, the abstract must set out the statutory declarations, if there be no deeds or wills, relating to them : but when they have passed by descents, letters of administration, accompanied by such declarations or verified certificates, should be abstracted.

So as to encroachments acquired by adverse possession.

Abstracts of titles to land-tax should properly commence with the Land Tax Act, 42 Geo. 3, c. 116, whether sold separately or the estate be discharged from it; but inasmuch as, till severance, they will follow the title to the estate on which they are charged, it is usual, in the latter case, to set out the contract for redemption only.

Sometimes dower is prevented by settlement before marriage or barred afterwards. In these cases the deed preventing or barring it should be briefly abstracted. So, when it has been released by a separate deed, the release should be set out.

II. AS TO COPYHOLDS AND CUSTOMARY FREEHOLDS.

Many of the foregoing observations are applicable to copyhold property. But these titles, being subject to local registration, are, in general, (though sometimes complicated in themselves,) less liable to defects than those by which the other species of property are held; and are also more easily deduced.

Before, however, abstracts of these titles can be accurately prepared, it is necessary to know the nature of the tenure, as well as the custom of the particular manor in which the property is situate; because the assurances depend greatly, and in many instances entirely, upon it. For this purpose, the following distinctions between the several tenures or holdings, should be borne in mind. (1) That which is held by fealty and office or symbol (a

spur or a horn or the like), as are the great manors held under the crown, passes in fee, not "at the will of the lord," but by descent; the widow's estate being, as in pure freeholds, called "dower"; and the tenure is, therefore, properly termed "Copyhold of inheritance":—(2) That which is held of the lord of the manor, is the ancient villenage and pure copyhold tenure, it being held "at the will of the lord, according to the custom of the manor;" the widow's interest being called "widowhood," and the tenure is, therefore, termed "Copyhold"—generally:—And (3) that which is held of the *manor*—not of the *Lord* of the manor—passes "according to the custom of the manor" and not at the "will of the lord according to the custom of the manor," as in the last case; the widow's interest being called "Freebench" or "Thirds;" and this tenure is, therefore, termed, "Customary freehold." These distinctions, though important, are, like the tenures, often confounded, and serious consequences result; but they should, therefore, be scrupulously regarded.

And, for the same reason, the custom likewise should be particularly regarded and stated in the abstract; or, at least, so much of it as may be material to each particular title; such as (for one example) the course of descent; for it may be like Borough English or Gavelkind. It should also be ascertained and stated whether the widow is entitled to dower, or widowhood, or freebench or thirds; and whether the widow of

the *last* tenant dying in possession, or of the *first* purchaser is so entitled. So as to fines:—what fine is payable on renewal, and whether on the dropping of the last or all the lives; whether certain or arbitrary; and if certain, the amount, and if arbitrary, how it is estimated. So as to heriots: whether they are payable on the death of the tenant or nominees, or *each* of them; whether pecuniary, and if so, the amount, and if not, whether it is the “best beast” or the “best good”. And so as to timber: whether it can be cut or is assignable for repairs or building. And again as to forfeiture: whether alienation without licence; the neglecting to repair, the alterations of buildings, or the like, creates a forfeiture of the whole or only the aggressor’s estate. In short, the entire customs of the manor affecting the property should be clearly ascertained and defined in order to complete the abstract; especially as the customs of almost all manors materially differ, and in too many instances are, and have been complicated by non-professional stewards, who neither have, nor can be expected to have sufficient knowledge of this antiquated law to enable them to avoid it. (a)

(a) The author is, in justice, also bound to state that in the course of his practice he has found some professional brethren wanting in knowledge of that branch of the law, especially with respect to widowhood; as to which, in no less than six recent cases has he, on reference to the *ancient* presentments, found them mistaken, and established his clients’ rights.

These particulars ought to be attainable by application to the steward of the manor; but the court rolls and presentments should be referred to, as, for the reasons just given, their definitions cannot, in non-professional cases at least, be depended upon (a).

When the necessary information has been obtained (b) and stated, the points chiefly to be attended to in the course of the title, bearing these distinctions in mind, are — 1. That the grants, and all the intermediate surrenders, whether absolute or conditional, were duly made, and that admittances follow them when necessary:—2. That all entails created of the property have been barred according to the customary mode of barring them:—3. That the heirs admitted were legitimate:—4. That the legal as well as the equitable estate was vested in the surrenderer:—and, 5. That no forfeiture has been committed by alienation contrary to the custom; which even the granting of leases for an absolute term of more than *one* year will generally effect. These points are material to be noticed in the first instance, in order to have any irregularities which may appear rectified, and the necessary stipulations respecting them made

(a) It is computed that no less than four thousand different manorial customs exist in this kingdom.

(b) This can generally be procured from the steward of the manor, or upon an inspection of the court rolls and documents.

before the property is submitted to sale, or is mortgaged; and, indeed, before incurring the preliminary expenses attending the investigation of the title, by which both time and disappointment is frequently saved.

Abstracts of these Titles should commence with the original grants. But if the grants have existed for more than sixty years, which rarely happens, the abstracts, as in the case of freehold titles, should begin with the first absolute surrenders above that date; for, although there may not be much risk in deducing the titles in question even beyond such period when they appear tolerably clear, yet it is proper in all cases not to load the abstracts with unnecessary matter, and thus to put parties to needless expense.

In abstracting the grants it must always be shown whether they pass immediate estates or estates in reversion; and, if they are for lives, the names and ages of the nominees should be mentioned. It should also be shown, although not material, whether they were made in or out of court.

It not unfrequently happens that the estate is limited to the grantee for the lives of himself and two others, and the life of the survivor of them, by which he only takes a life estate, instead of being limited to him, "his heirs and assigns," or to him, "his executors, administrators and assigns" (according to the tenure), during those lives, by which he would take (as intended) the absolute interest in the property. This part of

the grants ought, therefore, to be carefully noticed and set out.

The conditions also, if any, upon which the property is held, should be stated.

So, in abstracting Admittances, it must likewise be stated by whom the fines, and what sums are to be paid thereon, since the doctrine of advancement often comes in question in these titles.

Surrenders should be so abstracted as to show, when practicable, whether they are for lives or for years, whether *absolute* or *conditional*, and whether to purchasers or to the use of wills, in order that it might be seen how far the admittances accord with them ; and, in the latter case, the wills should likewise be abstracted ; but these surrenders, having been rendered unnecessary by 55 Geo, 3, c. 192, are now seldom found in modern titles. It should also be shown, although not now material, whether they were made in or out of court.

Some of the before-mentioned deeds, prepared by non-professional or unskilful hands, are found to contain clauses both unusual and incongruous with the nature of the tenure ; such as uses and trusts, restrictions with respect to dower, alteration of the ancient rents or fines, &c. Others, in cases of mortgages, are loaded, like an ordinary mortgage of freehold, with trusts for sale, conditions, &c. In all these cases the clauses should be set out in order that it may be ascertained how far, if at all, they are warranted by law or the custom of the manor.

In cases of Enfranchisement, the title prior, as well as subsequent to the enfranchisement, must be shown. And it is also proper to deduce the title of the lord of the manor to the freehold, (which should be done in *separate* abstracts) when there is no stipulation to the contrary in the contracts. But, in small purchases, this is seldom allowed by them, even though it is, in fact, equally as necessary, if not as important, to be done, as in cases of larger ones. When, however, it is practicable to abstract the will or conveyance under which the lord immediately claims, or a settlement by which his wife is precluded from dower, it is most desirable and proper to do so; especially if these documents disclose no fact derogatory to the title (a).

The intermediate links of a title, as wills, probates, registers, and the like, must of course be supplied in these as in other titles.

(a) It is not necessary to inquire far into the estate of the lord of the manor, nor whether he be under any legal disability; for, according to Lord Coke, the copyholder is in by the custom, without regard to the grantor. But it is necessary to ascertain the *quantity* of his estate in the copyhold, for if he be only a tenant for life it is obvious he can confer no greater estate.

Since the foregoing note was written a learned counsel has, in answer to a case, given it as his opinion that the lord *pro tempore* may both as to the *quantity* and *quality* of his estate make any grant warranted by the custom and that he has no power to restrain a right incident to the seigniory.

The names, ages, residences, and callings of each of the persons by whose lives the property is held should be fully and accurately stated; so that the purchaser or intended mortgagee may satisfy himself as to the health of the parties, and the desirableness of effecting an insurance on either of their lives; and be able to trace either of them, if abroad, and to prove him to be living, if called upon to do so under the custom of the manor.

This statement may be made after the names thus:—" said John Long, then aged about 36 years, now residing at — Piccadilly, London, and carrying on the business of a grocer; John Long, the son, then aged 6 years, who is a wine merchant, and resides at No. — High Street, Norwood, Surrey; and Wm. Long, then aged 4 years, now residing at No. — Wall Street, New York, America, and carrying on the business of a sharebroker."

A mistake in the age of either party may entail serious consequences.

III. AS TO LEASEHOLDS.

1. *For Lives.*

Titles to leaseholds for lives must be regularly deduced from the original leases.

If the original lease or deed be lost, the counterpart or an attested copy of it should, if possible, be procured and abstracted. But when the former is fully recited in the subsequent deeds,

and the possession has followed according to them, such recitals are, after a lapse of some years, considered satisfactory evidence of the facts they disclose. (See *Doe v. Maple*, 3 Bing. N. C. 832.)

When the surrender of a prior or existing lease is made the consideration, or a part of the consideration of a new one, the old lease, and the mesne assignments of it and settlements (if any), must be abstracted, since the new lease would not exclude any incumbrances affecting the property under the latter.

It may not be amiss to state here that the habendums should in every case be accurately set forth, in order that it may be seen whether the estate is limited to the lessee, his executors, administrators and assigns, for a term, if the nominees should so long live, or to him, his heirs and assigns, during their lives, which is very material ; because in the one case it is personal estate, and distributable like a chattel amongst his representatives ; and in the other, a freehold interest descendable to the heir.

So any exception or reservation should be set out. In most cases of assignment by way of mortgage or under lease, the last day or some small portion of the original term is excepted, in order that the assignee might not become liable to the covenants in the lease.

Whenever the leases have been renewed in the course of a title, it should, if possible be seen that the prior leases had expired, or were duly

surrendered (a) upon each renewal, and that the new leases were granted to the persons who possessed the legal as well as the equitable interest under the old ones ; and if not, both titles must be shown : for if two interests were subsisting in different persons at the same time, the title would be defective, and counsel will expect to be allowed an opportunity of judging as to the most eligible means of curing such defect. A case of this kind might happen (and within the author's experience has happened) by a lessee mortgaging his interest under an existing lease, and obtaining a new one, without surrender, before the term granted by the former had expired.

Entails or limitations in the nature of estates-tail, in this kind of property, not being barrable by deed—not even by the tenant in tail surrendering the old and taking a new lease—it should be particularly observed whether they have been effectually destroyed by fine ; and if not, it must be stated whether the parties are living or not. And so with respect to the interest of feme coverts ; which were transferable by fine *sur concessit* only.

In cases of sales of leaseholds, the vendor, though *at law* not bound to produce the lessor's title, cannot *in equity* compel a purchaser to complete his contract without it, in the absence of

(a) By the 8 & 9 Vict. c. 106, s. 2, this must be done by deed, and therefore the surrender should likewise be abstracted.

express stipulation or agreement to the contrary ; *Fielder v. Hooper*, 2 Mer. 424 ; *Purvis v. Rayner*, 9 Pri. 488 ; *Souter v. Drake*, 5 B. & A. 992 ; and therefore this title must be deduced for a period of sixty years, and precisely as in the case of other freeholds, so as to show the lessor had a perfect title to grant the lease ; *Hodgkinson v. Cooper*, 6 L. T. 451 ; 9 Beav. 304.

The names, ages, residences, and callings of each of the persons by whose lives the property is held should be carefully and accurately stated ; for the reasons before given. See p. 25. In regard to *leasehold* property these reasons are, if possible, more cogent ; for in most leases for lives or for terms depending upon lives there is usually inserted a proviso—that if the existence of either of the parties by whose lives the property is held cannot, when called upon under such proviso, be proved, the lease shall become void and the lessee's interest forfeited. See page 25.

Subdivisions and apportionments of rents should also be shown.

2. *For Years.*

Titles to property held for long terms of years, that is to say, for ninety-nine years or upwards, *in gross*, should be deduced from the original lease or deed creating them, and the abstract should commence accordingly. And so with respect to *attendant*, unsatisfied terms.

Where, however, neither the creation of the

term, nor the mesne assignments of it, can be shown, in any other way than by recitals in the subsequent deeds, their loss may in some cases be supplied by those recitals (see *Doe v. Maple*, 3 Bing. N. C. 832), and the regularity of the title prior to the last thirty or forty years, will, in the absence of suspicion, and when the possession has been agreeable to them, generally be presumed.

The abstract will, therefore, commence with the first assignment; and all the recitals and statements relating to the term and the prior assurances must be very fully set forth.

When leases are granted under powers, such powers must be abstracted, in order to show that the former are prepared in strict conformity with them, that circumstance being very material to their validity.

It should be remarked, that, in leases, the habendum, through strange inadvertence, are frequently inaccurate in this, that they limit the estate "from the day of the date" instead of from "thenceforth," or from the time of the sealing and delivering of them. This is of importance in leases granted under powers, since it is essential to their validity that they should commence *in presenti*, and not *in futuro*; and as it has been decided that this form of limitation may be taken either to include or exclude the day on which the deed is dated, (see *Pugh v. The Duke of Leeds*, Cowp. 714; *Freeman v. West*, 2 Wils. 165;) it seems to be sufficient to often render

their validity somewhat questionable. Great care must, therefore, be observed in stating this part of the deed correctly.

3. *Held under Corporate Bodies.*

In abstracting titles to property held under the crown, deans and chapters, hospitals, and other corporate bodies, it is proper to ascertain and set forth, if possible, the contents of such leases as may have been surrendered (*a*), if they are made the consideration, or part of the consideration, of the new leases (as is very commonly done); for the purchaser, thus having notice of them, would take the estate subject to the equity of the previous owners of it and counsel would, consequently, require them to be abstracted. Trusts affecting this kind of property are, however, seldom enforced after a lapse of thirty or forty years, when the possession has been conformable to the several changes in it, and therefore the title need not, in general, be carried further back than this period.

It should be always remembered, that all collateral documents, such as administrations, registers, &c. connecting or supporting, as well as judgments &c. disparaging the title, must be stated in the order in which they occur, and are

(*a*) See *ante*, p. 27, n.

referred to in the deeds or instruments reciting them.

So all evidences of heirships and seisin (*a*) ; all changes of tenancies ; and all means of identity of persons as well as property, and losses of title deeds or documents should, when the title deeds themselves do not serve the purpose, be carefully ascertained, and stated, either in the margin or in some conspicuous part of the abstract ; but for short notes the *margin* is best. So all doubts and discrepancies should be thus explained ; all mistakes and irregularities cleared up.

But this must be done not simply by mere statements, but by *evidence*, according to the nature and importance of each. For these purposes, family pedigrees, with statutory declarations and certificates verifying them ; extracts from church and poor rates, land tax assessments, and monuments, grave and tomb stones, are sometimes found useful. In short all such documents and memorandums as are calculated to show an absolute seisin in, or an uninterrupted possession by the vendor or his ancestors for the preceding 60 years and upwards, should, if possible, be procured and abstracted in support of such statements. This evidence is, as before stated, now generally deemed by conveyancers to be satisfactory when the title is free from sus-

(a) It should be borne in mind that by the 3 & 4 W. 4, c. 106 (1st January, 1834), the course of descent as well as (by s. 105) the law of dower was altered.

picion ; and especially when they relate to events and circumstances beyond the last twenty years. (a).

The method of abstracting each of the before-mentioned titles is shown, and many other particulars respecting them are given in the subsequent pages; so that it is unnecessary to add here any further remarks. But if the reader should discover any omission, or if his inclination or necessities should prompt him to seek further information upon this subject, he his referred to Mr. Preston's valuable Treatise upon Abstracts, from which the one may be supplied, and where the other will be found.

(a) See *Fort v. Clarke*, 1 Russ. 611.

** *It is found impracticable, in consequence of the increased size of this work, to adopt the plan, observed in the former editions, of referring from part 3 to part 4 by pages. The reader is, therefore, necessarily referred to the INDEX, where the same references will be found. It involves a little more trouble; but pains have been taken to render it as little as possible by making the Index clear and comprehensive.*

PART III.

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RELATING TO

1. The Heading of the Abstract.
2. The Method of Abstracting Clauses in ordinary Deeds.
3. The Mode of Abstracting particular Documents.

—o—

A FEW brief remarks having been made respecting the commencement of Titles, and some of the chief points to be observed in deducing them, some instructions will now be offered for preparing Abstracts, under the following heads:—I. As to the Title or Commencement of an Abstract ;—II. As to the Method of Abstracting the Clauses found in all ordinary Deeds ; and—III. As to the Mode of abstracting particular Documents, forming part of almost every Title.

I. AS TO THE HEADING OF THE ABSTRACT.

Every abstract should have an introductory title or head, and it should show—1. The owner, his residence and calling, and whether as trustee, mortgagee, executor, or the like ;—2. The nature

of the property to which it immediately refers,—as whether it be of freehold, copyhold, gavelkind, burgage, or other tenure; the particulars as to quantity,—as whether it be a moiety, a third part, or the like; the number of acres; and the situation, and the occupation of it;—3. The estate or interest of the owner in the property, as—whether it be the fee, a life estate, a term of years, or a term determinable upon lives, &c.—and, 4. The qualification, if any, with which the property is sold,—as whether it be sold subject to mortgages, rents, annuities, covenants, &c., or to known defects and restrictions of title specified in the contract or conditions of sale. It is likewise most proper to give the owner's names in full, as well as his residence and calling; and if he be not the beneficial owner, the character in which he acts, as trustee, mortgagee, or the like; for this enables the purchaser's or mortgagee's solicitor to complete his draft in this respect, instead of leaving it in blank and causing further inquiry and additional expense.

So when there are two or more persons in one family of the same names, as in the case of cousins, it should be carefully and clearly shown which is the party interested as “John Slade of &c. grocer, son of George Slade, late of &c. grocer;” or, John, the son of Robert Slade, late of &c. grocer.

So with respect to the parcels. Great care should be observed, in designating here curtly the property which is the subject of the abstract, and

that only ; for the person about to examine the title as naturally looks at this part first as he would at a title page of a book he intended to read. Any mistake, therefore, in the tenure, quantity, or description of the property is sure to lead to doubt, question, and inquiry, as well as to unnecessary trouble.

So when the property is charged with any incumbrances, as annuities, mortgages, or the like, they should be briefly mentioned in this heading.

It is necessary to state all these particulars, or at least such of them as may be applicable in each case, in order that the attention may, whilst the abstract is being perused, be confined throughout solely to the objects of it, and the parties and their respective characters as well as the property and its incidents and charges, may be more easily traced and identified ; and also in order to prevent unnecessary reference and inquiry, which involves unnecessary expense ; especially where it is precluded by express stipulation.

These points claim the strictest observance ; because (as Mr. Barton has observed) " for want of a designation like this, it often happens where the vendor is possessed of other estates than those under consideration holden under the same title, that the conveyancer is left in total ignorance as to the property to which his attention is intended to be applied, and is, consequently, sometimes rendered incapable of advising otherwise than at random on the particular object which is in the view of the parties."

II. AS TO THE METHOD OF ABSTRACTING THE CLAUSES IN ORDINARY DEEDS.

The component parts of deeds and documents to be abstracted should be well understood, in order to compress them, when necessary, with accuracy and safety. With a view of rendering this work more generally useful, it will therefore be pointed out in a more particular manner how the clauses found in all ordinary deeds ought to be abstracted.

Before proceeding further, however, it will be proper to observe, once for all, that such parts of the deeds and instruments to be abstracted as relate to other property besides that to which a title is being deduced, may, and in fact ought to be entirely omitted, in order to avoid confusion and embarrassment to persons perusing the abstract and unnecessary expense to clients. A reference should, however, be made to them so as to show that they apply to such other property. But, whenever the essential and irrelevant parts are so inseparably connected as to render this object unattainable, (as is sometimes the case, particularly in the descriptions of the parcels,) it is, for the same reasons, very desirable that they should be so designated, as that they may be clearly distinguished. This may be done by, or with the assistance of persons acquainted with the circumstances of the title and the locality of the property; by means of crotchetts and concise notes; and, with reference to the parcels, by plans

in the margin of the abstract. But unless it can be done accurately, it were better not attempted.

It should also be suggested that the language, as well as the arrangement of every deed and document abstracted, however quaint or unusual, should be closely followed. And when they are complex or doubtful, it is better to quote them *literally*; especially in cases of wills, contracts, or the like.

1. *The Commencement.*

The dates should be first stated in the margin of the abstract as concisely as possible. It is unnecessary to state the year of the King's reign in which the deeds were made, unless (as is sometimes the case in old deeds,) no other date appears. It is usual, however, to date charters, fines, and recoveries as of the term and year of the King's reign in, or as of which they were levied and suffered, giving the date of the year likewise.

It is also very proper to mention the names of the deeds after the words "By indentures," as "By indentures of *lease* [and *appointment*] and *release*," or, "By indenture of *mortgage*," or, "By indenture of *assignment*," &c. for this directs the attention at once to the points necessary to be observed in perusing them, but especially to the granting part and covenants. But where extreme brevity is desired, these names, as well as the succeeding words, "of these dates," may be safely omitted.

In abstracting feoffments, it is generally ad-

visible to state at the commencement, (before the parties) that livery of seisin is indorsed; because at the very sound of the word "feoffment," the inquiry upon this head naturally starts up in the mind; and it is better to satisfy it at once than to give the trouble of reference. But when seisin is delivered by attorney, the foot is the better place for stating it, and there it should be done more fully.

And so, with respect to old bargain and sales inrolled, this seems to be the preferable place for mentioning the inrolment of them. But as to those of recent date, it is proper to state it more fully at the foot; showing the dates of inrolment which is then important.

2. *The Parties.*

The residence of the parties to deeds or instruments not immediately connected with the title, such as settlements abstracted merely for the purpose of showing jointures or that dower has been barred by them, or the like, may be altogether omitted, and in all other deeds and instruments after it has been once given; except when identity or distinction requires them to be retained, as where a party, changing his residence, makes one deed at one place and another at the place to which he removes; or, where the same name, though of a different party, occurs two or three times in the course of the abstract, as is frequently the case in titles derived through settlements of family estates, and then they should

be designated as William the son of Robert Slade, or, son of William Slade, of &c. Esq., or, son of William Slade, late of Wake, aforesaid, Esq., deceased, or, son of John Slade, of Wake aforesaid, Esq., deceased.

So with respect to persons of rank, their titles should be given in full at the commencement and afterwards more shortly as "s^t. Earl, B.", or "s^t. Sir J. Hoare," or, "Dame Marg. Hoare."

It is as improper as it is grating to the ear to find them given, like commoners, as "s^t. B." or "s^t. Hoare." Even "a^t. Marquis," or "s^t. Earl," is more euphonious and respectful.

But the characters in which the parties severally execute the deeds or instruments,—whether as heir at law, devisee, executor, &c.—should always be once accurately stated, and again as often as they are changed; for that not only assists the person perusing the title in ascertaining the legal effect of the assurance, and in distinguishing the parties,—and especially persons of the same name and family; but also facilitates searches for incumbrances, deaths, wills, and the like.

It frequently happens in old deeds leading or directing the uses of fines and recoveries, that there are parties named who have no interest whatever in the property which is the subject of the abstract; but are merely entitled to other property comprised with it in those assurances. In these cases, neither the residence, nor the

characters of such parties, need be stated ; indeed it is sufficient, and, to avoid confusion, perhaps better, instead of even naming them at all, to say—"and several other parties not interested in the property which is the subject of this abstract, of the fourth, fifth, and sixth (or other) parts," (or, as the case may be) ; taking care to *omit* those names entirely afterwards, as well as the parcels in which they are interested ; to which the words "amongst," or "together with other property," or "other hereditaments," not the subject of this abstract, (according to circumstances,) are an ample reference.

3. *The Recitals.*

The recitals, although not, of themselves, evidence of the facts stated, are, nevertheless, used by way of prelude to the object of the deed. Sometimes they contain the substance of some of the prior assurances, and sometimes only the contract for sale or purchase, loan, &c. In the former case, when those assurances have been previously abstracted, and in the latter case, when they contain no special matter, they may be noticed very briefly ; but when, on the other hand, they deduce or elucidate the history of the title, and the title-deeds are wanting, they should be abstracted very fully ; they being then, if substantiated, evidence against the parties themselves, (*Doe v. Rogers*, 3 Ad. & Ell. 513;) and operates, as between them, by way of estoppel ; (*Doe v. Dodd*, 2 Nev. and Mann. 45, S. C. ; Scott 35.)

Recitals of trusts or powers, which have been or are about to be executed or exercised, ought also to be fully abstracted; and when they are specially or ambiguously worded, or when the deeds creating them are in the hands of the trustees or other parties, it is better to transcribe them *totidem verbis*, not only because such recitals will enable counsel to judge as to the due performance and execution of such of them as may have been performed or exercised, and to advise as to the best mode of disposing of such as may remain for that purpose; but also because they might (if made from the original deeds, and possession follow accordingly,) in the course of time become evidence in support of the title, in case the original deeds should ever be lost; which is not at all improbable, if they are not delivered over to the mortgagee or purchaser.

The late Mr. Preston recommended that, whenever the title depends upon deeds recited in others not in the custody of the vendor or mortgagor, such recitals should be extracted, and made to precede the abstract of the deeds containing them. This might have been an useful point when it was first suggested; but now that recitals are for the most part very concise, and a recital within a recital seldom occurs, it is certainly less important.

There is, however, a strong objection to this mode, namely, that whilst the abstract itself would be a mere skeleton, it would make the

- deeds abstracted appear *substantively*, and therefore invite a call for its completion and their production.

4. *The Testatum Clause.*

This may be abstracted concisely ; but when it is vaguely expressed, as it sometimes is where several parties possessing different interests join in the same assurance, some attention should be paid to render it as perspicuous, at least, as the deed itself.

The consideration, whether nominal or not, but particularly in annuity deeds, of which it is the essence, and in a bargain and sale under the Statute of Uses, and deeds inrolled, should always be mentioned, and the parties paying and receiving it, in the order in which they severally stand in the deed ; as this will prevent ambiguity, and enable counsel at once to see that it has been paid by, and to the proper parties.

So the consideration in transfers of mortgages, re-conveyances, releases, &c. should be truly set out.

When the deed is made in pursuance of a power or trust, requiring the consideration money to be paid out of a particular fund,—as trust monies, &c.—or, to particular persons, the language of the clause should be closely pursued ; so as to show that the terms of the power or trust have been complied with.

So, also, where the consideration money is a debt due, or a debt partly due and to become

due, or the floating balance of a bank account and where it is made payable in a particular manner,— as by deducting it from an account current, &c. ; and when the deed is made for particular purposes, as for leading or declaring the uses of fines and recoveries ; or for settling a jointure in lieu of dower or the like,— the words, and not the effect of the clause, should be given.

The clause acknowledging the receipt of the consideration money, not being alone evidence of payment of it, need not be noticed at all ; except when there is no receipt indorsed on the deed, or when the money is expressed to have been paid at a previous time, or for a particular purpose, as in discharge of a mortgage, bond, portion, legacy, or the like ; or in a particular manner, as by deducting it from an account current, &c.

If the deed be in exercise or execution of a power or trust, the clause referring to such power or trust should be stated in words as nearly as may be to the language of the deed itself ; and when such clause is couched in ambiguous language, it must be transcribed literally. It ought also to be stated when trustees or mortgagees, &c. join in a deed, by and with whose privity, direction, or appointment they execute it.

So in abstracting deeds under the 4 & 5 Vict. c. 21, abolishing leases for a year, the references to the Act should be shown, and in the place where they appear in the deed.

So likewise with respect to deeds acknowledged by married women, under the 3 & 4 W. 4, c. 74,

the reference to it here, if any, should be noticed.

The operative words in each granting part must always be expressed in the same order as they stand in the deed, and only varied by changing them into the past tense, as these words are of the essence of the assurance, and the operation of it greatly depends upon them. And the name of the grantee or assignee, and the following words, "and his heirs," or "his heirs and assigns," or "his executors, administrators and assigns," should also be stated as they appear.

In abstracting a release the reference to the bargain and sale (a) should be shortly noticed, in order to show that it is recited there; because in that case, if the original lease were lost, such recital, after a lapse of time, would be evidence of its having existed.

5. *The Parcels.*

The parcels must be transcribed from the first deed abstracted, including descriptions of boundaries, tenancies, possessors, charges, heirships, or the like; and, as often as they intimately correspond with that description in the subsequent deeds, a short reference to it is sufficient; but the names of the tenants should always be given for the purpose of identity.

But whenever any variations or more particular

(a) Abolished by 4 & 5 Vict. c. 21 (1841).

descriptions occur, they must, in like manner, be fully set forth. And when any ambiguity occurs in the description, or doubt arises as to the identity of the parcels, by reason of alterations in, or additions to buildings, or of the conversion of one field into several, or several into one; or by reason of any other circumstances; it should be explained and reconciled by some collateral statements and evidence calculated for that purpose, particularly by giving copies of, or extracts from counterparts of old leases, maps, terriers, &c., and by the statutory declarations of persons who have long known the property and assisted in making such alterations or additions, or are well acquainted with the facts of their having been made.

So, also, when they have passed under a residuary devise, or have been affected by an inclosure act, their identity should be particularly attended to and shown.

And so where part of the property has been sold, some statement should be made, showing that other property, and which property, described in the same deed had been sold: thus—"unto s^d. A.B. and his heirs, inter alia,"—or, "together with other property not the subject of this abstract;"—or, "together with other property lately forming part of s^d. abst^d. premises, but now sold and conveyed to C.D. of &c., grocer."

So also where exchanges have taken place, similar remarks should be made, and the quantities of the properties exchanged should be shown.

And when a deed purports to be a conveyance of a moiety or other particular part of an estate, the language in which the parcels are described should be strictly adhered to ; and great care afterwards observed in keeping up a distinct view of the portion conveyed, so as to avoid doubt and inquiry respecting the identity of it.

So, also, in abstracting a release or conveyance of a remainder or reversion, the clause describing the *quality* (as "all that the remainder or reversion expectant," &c.) as well as the *quantity* of the property conveyed, must be stated, since a slight error in this description may occasion much trouble and delay, as well as inconvenience, in getting it rectified.

A description of the parcels is sometimes omitted in the usual place, and a reference to a preceding recital, or (when the assurance is made by way of indorsement) to a prior deed, is given instead. The better way seems to be, in the former case, to set the parcels out fully in the recital ; and in both cases to give the reference at length.

All recitals (commonly given in ancient deeds) immediately after the descriptions of the parcels, should be set out fully ; particularly when the deeds are wanting, and they deduce the title or afford any material information in support of it, or respecting the possession or tenancy of the property ; because such recitals are evidence against the parties to the deeds, and persons claiming under them.

6. The General Words.

This clause is most commonly abstracted very concisely; but sometimes it is necessary to give it more at length. And this should be done whenever any doubt is entertained as to the particular part of the property—a close, or a right of way, common, or other appurtenant, for instance—having passed under the preceding particular description; or whenever it will assist or exemplify such particular description. So, likewise, in abstracts of leases which have not been assigned, they should be fully set out; because they are frequently inserted in the recitals of the latter, in the assignments.

7. The Exception.

All exceptions in deeds, especially in leases, should be fully and correctly stated. See title “*Covenants.*”

8. The Sweeping Clauses.

The sweeping clauses—“ and the reversion, &c. and all the estate, &c. and all deeds, &c.” are, for the most part, so uniform that they may be stated as concisely as possible; for in general it is sufficient to know that they are not omitted in the deed or instrument. If, however, they at any time materially vary from the common forms, or contain any qualification or exception, such variation, qualification or exception should be shown.

9. The Habendum.

The habendums should be abstracted fully and very accurately ; and not in the loose and unsatisfactory—not to say unfaithful—manner in which they are usually stated, as—“To hold unto said A.B., his heirs, &c.,” or “To hold to said A.B., his executors, &c.” The abstract ought always to show whether the limitation is simply to the grantee “and his heirs,” or “his heirs and assigns,” or “unto and to the use” of the grantee, “his heirs and assigns ;” absolutely or conditionally, because the title often depends upon this distinction, particularly where there are posterior uses. And it should also show whether the limitation be to two or more persons as joint tenants ; or as tenants in common ; or whether it be of a life-estate, or of a remainder, reversion, or the like ; and what charges the property is subject to, or discharged from, as chief-rents, mortgages, annuities or the like ; and, in leasehold titles, the terms and the names, ages, residences, and callings of the persons for whose lives the leases were granted, should be stated.

10. The Reddendum

This material clause may, in general, be abstracted very briefly ; but when the rent is made payable from any particular part of the property, or by, or to particular persons ; or, when it is to be specifically appropriated ; it should be done

more at large. And it should at all times be stated, what rents, rates, taxes, and other outgoings, and also what covenants and conditions (if any) the property is subject to, or exempted from.

11. *The Reservations.*

All reservations of rents, rights of way and user, easements &c. should be set out fully; especially those in leases and conveyances of intermixed properties.

12. *The Uses.*

All limitations of uses, and particularly those to prevent dower, should be explicitly given, and, as near as may be, in the language of the deeds; since the forms frequently differ, and instances have occurred where (according to the opinions of some eminent conveyancers) the latter have been insufficient for the purpose intended. This is also necessary in order to show that the power of appointment, if exercised, has been exercised properly. Where, however, the power has not been exercised, or, by the death of the donee, has been extinguished, the limitation of the uses may be shortly abstracted.

And so, with respect to limitations of the uses in marriage settlements. These should be rather *transcribed* than abstracted at all, especially if the remoter ones have already taken, or are likely to take effect. But in all cases, however, they should be so fully stated as to show,

—whether the trustees, to preserve contingent remainders, took a sufficient, or a greater or less estate than was necessary to support the subsequent estates,—whether they are vested or contingent, springing or shifting uses,—and, whether the ultimate remainder or reversion was properly barred, or let in by the same means as were used to destroy it.

13. *The Trusts.*

All such trusts as have been or are intended to be performed, as trusts for securing jointures or raising portions, for sale, for exchange, and the like, must be so stated as to show by whose request, with whose consent, at what time, under what circumstances, in what (if any) particular manner, and for whose benefit, they were or are to be executed. But when it can be clearly ascertained that they have not or cannot be exercised, or are not intended to be carried into effect, it will be sufficient to state shortly that there are such trusts in the deed.

14. *The Powers.*

Powers to direct or appoint the fee, or other estate or interest,—to exchange, sell, or convey with the consent of particular persons, or on the happening of certain events, or with prescribed ceremonies, &c. must, when they have been exercised or executed, be very fully set forth; and when they are about to be exercised or executed,

they should be given *verbatim*, as the validity of the title under them essentially rests upon the manner and circumstances of their execution. But such powers as certainly have not been, and cannot be acted upon, may be very briefly noticed.

15. *The Provisoes and Conditions.*

Provisoes, conditions, defeazances, and all other special clauses, inserted for the purpose of defeating, qualifying, or abridging any particular estate or interest created by the deed, must likewise be so abstracted as to show whether they are precedent or subsequent, and in what degree and to what extent they may operate ; and by what mode they may be discharged or avoided : and if they have been performed or satisfied, the material circumstances should also be stated, so that an opinion may be formed whether the condition has been duly discharged or performed, or not.

In abstracting provisoes for redemption, if the mortgage money should be still due ; it should be mentioned by whom, and to whom the money is to be paid, and their representatives, at what (if any) particular place, the amount, the rate of interest, and the time of payment. But when the money has been paid, they may be noticed shortly. The clause for re-conveyance, and, if the mortgage be by demise, for cesser and re-assignment of the term, should, when to be acted upon, be also set

forth; so as to show upon what terms, and to whom such re-conveyance or re-assignment is to be made.

And so, likewise, in abstracting a deed by which a term has been created, it is necessary to state, not only the purpose and object of its creation, and the event upon which, and the time from which it was to commence; but also its ultimate destination,—as cesser, re-assignment, or to attend the inheritance, &c.; as this is the only means counsel has of ascertaining whether it ever arose or not, and, if so, whether it be still outstanding; and of advising in that case as to the best mode of disposing of it.

In abstracts of leases it is very common to find the proviso for re-entry merely noticed in these words,—“proviso for re-entry,” or “proviso for re-entry on breach of covenants, &c.;” which is as unsatisfactory as it is insignificant; for it rather raises than prevents inquiry upon one of the most important clauses in the deed. This proviso must, therefore, be abridged with more care, and the times, the acts, or the events upon which the forfeiture is to take place, clearly shown.

16. *The Declarations.*

All declarations of trusts and for making trustees', assignees', or executors' receipts, good discharges to persons purchasing their trust property; for exonerating purchasers from the necessity of seeing to the application, or being answerable for

the mis-application or non-application of the purchase money ; for indemnifying trustees, &c. ; may be abstracted very concisely ; except in cases where the trusts have been exercised, or a change of trustees has taken place, or the like ; when they should be more fully set forth. But declarations to bar dower should be set out in the exact words of the deed, so that it may be seen whether or not they are consistent with the 3 & 4 W. 4, c. 105, there being several different forms in use.

17. *The Covenants.*

The covenants are commonly stated merely by their titles ; and although, in cases where there are but two parties to a deed, this may be sufficient ; yet it is better in *all cases*, and particularly when there are several parties to it, to state by, and with whom they are entered into, and what class of representatives are bound by them ; so as to show whether they are *real* or *personal* covenants, and, at the same time, who are the parties entitled to sue and to be sued upon them.

Abstracts of covenants to levy fines and suffer recoveries, should show the parties by, and between whom they were intended to be levied and suffered ; the wife's assent thereto, if expressed, at whose expense, and in what term they were to be levied or suffered ; the description of fine or recovery to be passed—as whether *sur conurance*, &c. or *sur concessit*, *sur disseisin*, &c. ;—and if any particular description of the parcels to be

comprised in them be adopted in the covenants, such description should be set forth in the abstract, in order that it might be seen that these particulars agree with the assurances prepared in pursuance of them (a).

When the form of such covenants as are termed "usual covenants" differ from the language in which they are ordinarily framed, as is sometimes the case, such difference should be stated.

And so, when the covenant for peaceable enjoyment contains any exception, as of a right of common, a right of way, a right of fishing, &c. ; or when, instead of being confined to the claims of the vendor or mortgagor, and his heirs or representatives, and persons claiming under him or them, it is made to extend to persons claiming through his ancestors or other particular persons, or to the claims of *all* other persons whatever, the distinction must be shown.

The covenant against incumbrances should be carefully examined ; and, if it contain (as it frequently does) an exception at the end of it, whether it be of an actual incumbrance, such as a mortgage, judgment, &c., or of an outstanding interest, as a term, a lease, &c., such exception must also be shown.

In abstracting leases and titles to leasehold property, every covenant should be strictly ex-

(a) These fines and recoveries are now rarely found in titles.

amined and the essence of it carefully collected and stated, so as that it may appear whether they are onerous or burdensome,—as when they require large fines to be paid for altering buildings, breaking up pasture lands, &c., or particular acts to be performed by the lessee for the lessor, gratis; or restrictive,—as when they require things not to be done, as not to assign without licence, &c. The abstract of covenants to repair, also, should show whether the property is to be kept in *complete* or only *tenantable* repair.

As covenants to produce title deeds frequently vary as well in their language as their terms, the substance of them, at least, should be stated; and the schedule should seldom be abridged, but rather copied *verbatim*. As, however, they are constructive notices of incumbrances, it may be prudent to see, if possible, that they disclose none before the abstract is delivered.

In feoffments a short clause of warranty is usually introduced instead of covenants for title. This should be abstracted so as to show by whom and against whom the warranty extends. And it should be shown whether or not the feoffee is an infant.

All short conveyances, pursuant to the 8 & 9 Vict. c. 119, should be set out as nearly as may be in the words of the Act itself. But in important and recent cases, when brevity is not an object, the testatum and covenants, should be set out *verbatim*, within inverted commas, in order that it may be seen that they

are in strict accordance with the form prescribed by the Act.

18. *The Execution.*

It should be particularly stated by whom the deeds are executed, when they are not signed by all the parties, in order that it may be seen whether they have been executed by the necessary parties (a). And so, when they are executed by proxy, that circumstance must also be mentioned; thus—"executed by the said A. B., by C. D. his attorney;" or "by C. D. his attorney therunto lawfully authorized" (*according to the words adopted by the attorney, or used in the attestation*). The power of attorney authorizing the agent must, in these cases, be abstracted; and it may be done similarly to the forms abstracted.

If any of the parties sign their names differently from those stated in the deed, the variation should be shown.

19. *The Attestation.*

The attestations are, and, in general, may be stated concisely; but when deeds are required to be attested by two or more witnesses, the number of subscribing witnesses to each should be stated. So, also, the attestation to deeds in exercise

(a) Conveyances containing declarations to bar dower, and mortgages containing mutual declarations, are sometimes not executed by the purchaser or mortgagee.

of powers requiring a specific form of execution, should be given *verbatim* (the names and addition of the witnesses excepted); for unless this be in conformity with the power, the declaration to that effect in the deed itself is nugatory and unavailing.

If any alterations in the deed are mentioned in the attestation, the latter should be copied; but if merely referred to, the parts referred to should be extracted from the deed and shown on the abstract.

Attestations to deeds executed by virtue of a power of attorney, and showing the fact (as they ought) should be set out fully.

So when deeds are executed by persons on attaining a given age, the facts and times are recorded.

So when the attestations, show that either party was deaf, blind, or under any other infirmity requiring especial caution or care in regard to their understanding or execution of deeds.

20. *The Receipt.*

This should be noticed,—not by stating, as is usually done, that a “receipt for consideration money is indorsed,”—but so as that the sum expressed to be received, and the party receiving it, may appear; for it is material to show that the receipt agrees with the averment in the deed, in order to rebut a presumption of fraud.

If the receipt should be incomplete either as to execution, attestation, or otherwise, it should be

shown in what respect it is so. And when they are *special*, they should be copied.

21. *Other Indorsements.*

The purport of all other indorsements,—such as commissioners' certificates of acknowledgment by married women,—of payment of mortgage monies when there has been no reconveyance, and to building societies,—memorandums of enrolment of deeds and awards,—of registration,—livery of seisin, schedules, or collateral agreements between the parties, &c.—appearing on the deeds, should be stated, and in cases of special matters copied verbatim. Copies of all plans indorsed on, and referred to in the deeds should be copied, and either accompany or be inserted in the abstract.

It sometimes happens that memorandums of cancellation of deeds are found endorsed on them (a). Whenever they occur, they should be *copied* rather than abstracted, so that their exact import and effect might be rightly considered.

And memorandums of covenants to produce deeds are still more frequently endorsed. These should be mentioned in the abstract, as they afford notice of such covenants to parties into whose hands the deeds are passed, and sometimes disclose the existence of absent documents.

(a) Several instances of this have come under the author's notice.

III. AS TO THE MODE OF ABSTRACTING PARTICULAR DOCUMENTS.

1. *Of Wills.*

A late eminent conveyancer, Mr. Barton, once said, that he could scarcely admit of a will being abstracted at all, and strongly recommended it to be copied instead, in order that counsel might have an opportunity of judging by the context as well as by the particular words of the devise or bequest.

To oppose such an authority as this, may appear somewhat presumptuous; but it is submitted with confidence, that *all* wills, both ancient and modern, may be more or less abridged without in the slightest degree perverting the sense of their subject-matter.

Modern wills for the most part, and ancient wills uniformly, contain a preamble dedicating the testators' souls to God,—expressing the soundness of their minds,—the health or debility of their bodies,—the sentiments they possess of the goodness of Providence in giving them something to bestow,—directing the place or manner of their interment,—charging their relations or executors to observe or perform particular offices or duties towards their widows and children,—directing the latter to be made wards in Chancery, or appointing other guardians of them,—giving small pecuniary legacies not charged upon the property mentioned in the abstract, and legacies of articles of household furniture, apparel,

&c.—directing his debts to be paid at stated times ;—or some one or more of these objects : all of which, it must be confessed, have no necessary connection with, or relation to the subject of the abstract, and may therefore be safely omitted. And again, the usual clauses for indemnifying trustees and executors, for appointing new ones, for revoking former wills, and other clauses, powers and trusts, which have not been acted upon, and have not, or cannot take effect, it is also submitted may be merely named or very briefly abstracted.

The omission of these different parts of the wills, which a person of little experience may easily distinguish, how long soever or complex the wills may be, will, however, effect a considerable saving (especially when the documents are voluminous) to the person furnishing the abstract, without in the least degree hazarding his interest ; and an abridgment accordingly ought, therefore, unhesitatingly to be made.

All essential parts of wills, however, it is readily conceded, should be copiously given, and in this it is better to err on the side of redundancy, —to transcribe those parts, but especially the residuary clause and such as are in confused or dubious language, *literally*, and, by means of inverted commas, to show that such is the case rather than risk any of those consequences, the gentlemen before named had anticipated by curtailment.

But what may be deemed essential parts of a

will, depends entirely upon the manner in which it affects the property to which the title is being deduced: for sometimes one part applies to it, and sometimes another. Generally speaking, it may be said that such limitations, trusts, powers, and provisoæ, as have been acted upon, or are intended to be executed or exercised, as well as all the declarations and other clauses connected with them, are of this description. Thus when property is specifically devised to trustees upon trust for sale, not only the actual devise, but also the trusts, and the clauses declaring that the trustees' receipts should be good discharges for the purchase monies, and exonerating purchasers from the necessity of seeing to the application, and from liability for the misapplication or non-application of them, are material to the title, and must be stated. (a). And so, when the property

(a) Mr. Preston says (with reference to the method of abstracting wills), "that the points to be attended to, are to show, to whom the lands are devised; the words used in description of the lands; the words of limitation by which the estate is devised; the power, if any, in pursuance of which the devise is made; the words of modification, or of severance of the tenancy, if there be any; the words of qualification which may abridge or defeat the estate; the uses and trusts, if any are created; the conditions, or conditional limitations by way of executory devise, or otherwise, annexed to the devise or appointment; the charges imposed on the devisee; the indemnity, if any, against seeing to the application of the purchase-money, or mortgage money; such powers, if any, as are material to the title: and when leasehold lands are the subject of the title, the appointment of executors."—*Prest. Abst.* p. 180.

is sold for the payment of annuities, legacies, debts, and the like.

And whenever any doubts are entertained as to the effect, operation, or exercise of any clauses, and particularly with respect to Annuities affecting the property, it is better to insert them at once than to risk the necessity of their being afterwards called for.

So codicils affecting the property to which the title is being deduced, should in like manner be set forth.

In abstracting old wills, it is invariably necessary to mention whether they are attested by one, two, or more witnesses; for the statute of frauds makes their efficacy, with respect to freeholds, to depend entirely upon this distinction; and the late Will Act (1 & 2 Vict. c. 26,) makes their validity to depend upon their being *two* witnesses under all circumstances. So, also, when a devisee or legatee is one of the subscribing witnesses, the fact must be mentioned.

As it is not requisite that wills, so far as they respect *freehold* property, should be proved; so it is, consequently, unnecessary, even when they have been proved, to mention the probate in the abstract. But it is desirable that it should be done in all cases, because it facilitates searches for the wills and registers of the testators' deaths, of which they are generally considered, in conveyancing, satisfactory evidence.

In cases of *leaseholds*, however, it should be stated who are the executors, in what court the

wills were proved, as well as the dates of the probates, and by whom they were proved. And if they have not been proved, the fact should be mentioned. And where wills relate to lands lying in a Register-county, the fact and date of registry should be stated.

When any proceedings have been taken in the ecclesiastical courts, to restrain the grant of probate of, or to set aside any will material to the title, or to have the estate administered by the court, the fact should be stated and the decree abstracted.

When the root or foundation of the title happens to be a will, the abstract should show, (within brackets,) if the fact, that the testator was then seised in fee: thus—"By WILL of this date, A. B. of &c. Grocer, who was then seised to him and his heirs in fee, of the Hereditis hinafter ment^a., gave &*." But this is not necessary in the cases of old wills (a), as the fact of seisin would be presumed after a period of 20 years, if the possession has been consistent with it and the right unquestioned, or rather, not disputed.

2. *Administrations.*

It will be sufficient, in ordinary administrations, to state the dates, to whom they were

(a) In some old wills the fact is shown by their commencing thus—"and as to all the worldly estate with which God has blessed me, I give and dispose thereof as follows:—I give and devise, &c."

granted, by what court, and the sum under which the effects are sworn. But in cases of *special* and *limited* administrations—such as administrations *durante minoritate, de bonis non, &c.*—it is proper also to show, when practicable, the purposes for which they were granted; which, in most cases, can be collected from their contents.

Letters of administration are sometimes recalled, upon the finding of a will or the like. Whenever this is the case, and the will affects the title deduced, it should be mentioned, and the will abstracted.

3. *Descents.*

These should be shown by pedigrees, (a) supported by certificates of marriages, births, and deaths, and should be inserted in order of date. If certificates cannot be procured (which, from the loss or imperfect state of registers, and other circumstances, is sometimes the case,) entries in the Royal College of Arms, in the Navy office, as to seamen in Her Majesty's service,—in family bibles, or books, on monuments, tombs, and grave stones, and the solemn declarations of family solicitors, tenants, workmen, and parties acquainted with circumstances and facts, should be procured and set out in the abstract; (see *Whitlock v. Baker*, 3 Ves. 511,) as well as such evidence of the seisin of the different parties

(a) See Index, tit. "Pedigree."

shown by the pedigree to be entitled as can be adduced; for which evidence old leases of the property, land tax, and parochial assessments, should be referred to.

So, failure of issue, proved by the statutory declarations of persons employed by, or acquainted with the family, (*Benning v. Griffiths*, 15 East 293); and legitimacy, by a certificate of the marriage of the parents, and proof of the necessary consent to it, if they were infants, must be shown.

4. *Of Fines. (a).*

Abstracts of fines should show—the term in, or as of which they are levied,—the particular description of fine, as whether it be *sur conuance de droit, &c.*, or *sur concessit, &c.*—whether, if it be of the former kind, proclamations are endorsed pursuant to the statute of non-claim.—the cognizees or plaintiffs, and cognizors or defendants, and — the parcels, should always be transcribed *verbatim*, particularly as it requires no change of the tense.

5. *Of Recoveries. (a).*

Exemplifications of recoveries are abstracted very similar to fines. The term, the nature of the recovery, the defendant, the tenant to the præcipe, the vouchers, and the parcels, should be set out as before mentioned.

(a) These having been abolished, are now but seldom found in modern titles.

6. *Certificates of Acknowledgments by Married Women.*

These may be shortly abstracted. The mark or letter on the deed, should be stated for the sake of identity with the official certificate. The commissioners' names should also be stated so that it may be seen that they were duly qualified. If the deed be acknowledged by several persons, the names of all should appear, and the dates of each acknowledgment.

It is also proper when any provision is made for the married women making the acknowledgment in lieu of the estate to which the abstract refers, to show shortly, whenever it can be done, the nature of such provision, especially if it be a provision out of that estate, which is sometimes made under family settlements, a life estate, for instance, instead of the wife's estate in fee.

7. *Proceedings in Bankruptcy.*

The bargains and sales, and assignments in bankruptcy (a) are, of course, abstracted precisely in the same manner as other deeds. The substance of the recitals in them should be set out so as to show the commission, the trading, the petitioning creditor's debt, the act of bankruptcy, the appointment of assignees, the sale by them, and, if made under the direction of the court, the petition and order for that purpose.

(a) See *ante* p. 65, n. (a).

But it is necessary, under old fiats, to be particular in stating in the abstract, not only the day on which the party was declared bankrupt, but also the day on which the Act of bankruptcy was committed ; because the vesting of the bankrupt's estate in the commissioners, and the assignees' title, previously to the 1 & 2 Will. 4, c. 56, related solely to the latter day ; and, as the deeds would be ineffectual if dated prior to that event, so would the bankrupt's wife be deprived of her dower if the marriage took place subsequently to it, although the commission had not then issued.

It should also be shown that the bargain and sales (*a*) have been duly inrolled ; for these, unlike others, take effect from the time of inrolment, and not from their dates ; so that it is very questionable whether, if either of the assignees died before the inrolment, the deeds would not be inoperative.

8. *Insolvency.*

In cases of *insolvency* prior to the 1 & 2 Vict. c. 110, the conveyance and assignment to, and by the provisional assignee (*a*), must be abstracted, and the time of presenting and filing the petition shown. But subsequently to the passing of that statute, by which the provisional and general conveyances and assignments are likewise abolished, the vesting order and the

(*a*) These are abolished by the 1 & 2 Will. 4, c. 56 (1831).

appointment of the trade assignee must be abstracted, and the dates carefully set out.

So in *protection* cases (a), the petition, appointment of the trade assignee, and final order, should be fully abstracted, as well as the resolutions of the meeting of creditors, authorizing sales of that part of the bankrupt's property to which the abstract relates; *Sidebotham v. Barrington*, 4 Beav. 110; *Wright v. Mauder*, ibid. 512.

9. Chancery Proceedings.

Proceedings in courts of equity affecting the titles should be always carefully abstracted. They are generally fully described in the recitals of some of the deeds, but are not of easy access. In these cases it is better to set out those recitals so far as they go, than to abstract the documents themselves; not only because it is more difficult for beginners to extract their essence with judgment and precision; but also because the material facts are much more nicely connected in this, than they could be in any other shape.

When, however, a distinct form is necessary, the documents must be copiously abstracted in the order of their dates, and care always taken to mention the names of parties, dates, and sums correctly, so as to facilitate searches for, and

(a) See 5 & 6 Vict. c. 116; 7 & 8 Vict. c. 96, and 10 & 11 Vict. c. 102.

references to the records, if requisite, at any future period.

The masters' certificates of approval of proceedings, &c., particularly in cases of sales before them, should always be stated, as well as the decrees or orders of court.

10. *Judgments, &c.*

Judgments, crown debts and decrees, and decadal orders, which are, for the most part, equally a charge upon lands (a), should be set out in the abstract ; the former shortly, so as to show the parties, the county, the term, the sum, and the roll, the latter fully, because they usually contain a statement of the circumstances attending them ; and where a reference to the master has been made, the grounds of such reference should be shown.

When searches have been made, the fact and result should be stated.

So where succession duties are payable, the fact of payment or non-payment of these should be stated, for they are charges upon the estate in respect of which they are payable.

11. *Acts of Parliament.*

In abstracting acts of parliament passed for private purpose, (as for exchanging or inclosing

(a) See 1 & 2 Vict. c. 110 ; 2 & 3 Vict. c. 11, and the 3 & 4 Vict. c. 82, by which Judgments are made an actual, specific charge.

lands, &c.) operating as conveyances, their titles, as well as the time of their passing and commencing, should be mentioned. The particular clauses—appointing the commissioners—authorizing them to allot, inclose, or exchange, &c.—giving the lands received the same qualities of title, and making them subject to the same charges as those received in exchange previously possessed, or were subject to at the time of making the award—giving wills made previously the same force over the former as they had over the latter—and also the saving clause should be rather fully set out, and, when they are concise, or in dubious language, *verbatim*.

12. *Contracts and Conditions of Sale.*

Although contracts or conditions of sale are but very seldom introduced into abstracts of title; yet, when they are *special* and contain exceptions or restrictions affecting the title or the property, an abstract can hardly be complete without them; and a purchaser is, therefore, entitled to have it perfected, at the vendor's expense, by their being properly inserted.

They clearly have to be regarded in the perusal of the abstract like other documents circumscribing or charging the property to be conveyed; for they generally contain reservations or restrictions affecting it or the title, or impose some onerous obligations, especially with reference to easements.

Moreover, copies of these documents are rarely treated as worthy of a place amongst the title deeds, and are, therefore, liable to loss, however material. This, therefore, is another reason for their being abstracted,—to say nothing of the desirableness of their being preserved,—in order to show that the solicitor acting under them had not neglected his duty by dispensing with evidence apparently requisite but precluded by them, and also the reason for its not being adduced.

13. *Registered Titles.*

When a title has been registered in pursuance of the 25 & 26 Vict. c. 53, the abstract upon which the registry was effected showing the root of the future title, should be delivered to the purchaser, together with the plan and certificate of registry, or, in case of divided properties, copies of them.

The subsequent title must then, of course, be abstracted as in ordinary cases; and it should begin with the certificate, which, being short, should be *copied*, as it might become useful in case of loss of the original.

In regard to deeds in a Register-county, the abstract should show the fact and the dates and place of their registry.

Title Deeds.]—Whenever any of the title deeds or documents are known to be in the hands of third parties—whether mortgagees, trustees or others,—it should be stated either in

the margin or at the foot of the abstract of each deed or document where it is to be found and examined with the abstract ; and it would be well to give the names and places of business of the solicitors for the parties holding them, if known, as that obviates inquiry, and, consequently, saves time trouble and expense both upon the particular occasion for which the abstract is delivered, and for future occasions. When deeds are, as they frequently are, in long titles, held by different parties, all having their own solicitors, the want of these statements causes, upon almost every change of attorney, a repetition of the injuries, which their presence would readily prevent. And in cases of loss of any of the deeds, such entries may also be of considerable service and importance.

Attested Copies.]—Abstracts are sometimes partly and sometimes wholly prepared from attested copies of deeds ; the originals not being in the hands of the vendor. In these cases the facts should be mentioned in the margins.

Attested copies seldom show, as they ought, the stamp on the original deeds. When this is not the case, the stamps on *modern* deeds should, if possible, be ascertained and shown on the abstract.

Fair Copy.]—The fair copy should be made in a clear, good hand, and not, as it frequently is, in a careless, slovenly manner ; for this facilitates the persual of it.

Each sheet should contain ten folios, the same as a brief sheet, the contractions being supposed to make up the loss occasioned by the margins. Eight folios are allowed on taxation, or, in contested cases, the abstract is counted throughout and apportioned after this ratio. Some abstracts are, by means of loose writing alone, spread out to unwarrantable lengths; but this the conscientious practitioner takes care to avoid.

Lost Deeds.]—If any deeds of less than sixty years date should be lost, evidence of the fact, and secondary evidence of their contents, should be procured and abstracted *before* the abstract is considered complete. For this purpose copies, (attested or plain) drafts, extracts, and even entries in a deceased solicitor's books, are admitted (see *Skipwith v. Shirley*, 11 Ves. 64). But the circumstances attending the loss of the originals—such as destructions by fire, vermin, or the like—and the finding and custody of the secondary evidence, should be mentioned.

Cancellations, &c.]—All cancellations, erasures and interlineations, of a *material*, but especially those of a *suspicious* kind, as well as omissions and errors, or supposed omissions and errors, appearing in any of the deeds or documents abstracted and not duly mentioned in the attestations, ought to be noticed and counsel's attention drawn to them by concise notes, either within brackets or in the margin, when, and as they occur; for they

might be important (a), and it may occasion him trouble and embarrassment to refer back whilst he is forming, or after he has formed his opinion, to the several points of this nature which may happen to be found.

Stamps.]—The nature and amount of the stamps to every modern deed, at least, should be particularly noticed ; since it frequently happens that, (in consequence, perhaps, of the ambiguity of the stamp act) deeds are very imperfect in this respect : and whenever any defects of this kind appear, they should be pointed out in the margin of the abstract for counsel's observation whilst he is perusing the title.

The Folios.]—The length of the deeds of prior date, to the 33 & 34 Vict. c. 97, abolishing progressive duties, should likewise be noticed, and the words counted whenever they appear to exceed the prescribed number of folios ; lest the defect should be discovered when the abstract comes to be examined with the deeds, and expense and delay be the consequence. To some, perhaps, this precaution will, at first, seem unnecessary ; but when it is recollected how often the contents of deeds which are already barely within the proper limit, are heedlessly increased

(a) See *Perrott v. Perrott*, 14 East ; *Doe d. Courtail v. Thomas*, 9 B. & C. 288.

by the addition of numerous attestations and other endorsements not previously calculated, and what the consequence of an excess would be, its utility must appear.

Perfection.]—It cannot be too strongly repeated that abstracts should in *every* case, be fully and most correctly prepared in the first instance, and particularly before they are sent out or laid before counsel for the vendor or mortgagor; for, since it must otherwise be made so on examining it with the deeds by the opposite party, it not only prevents expense, delay, and disappointment; but often places the title, though defective, in a more favourable light before his counsel: whereas, alterations and the absence of evidence, may have the effect of giving quite a different impression of it. But more than that, the vendor is, in equity, liable to all the costs up to the time of its being perfected.

It should likewise be especially remembered, that, whatever fact, material to the title, is stated in the abstract, must be borne out and authenticated by proof,—not strict legal proof, but such as conveyancers usually require (*a*); and that the *onus* of such proof lies on the party deducing the title (*b*). And, whilst, on the one hand, it is right to adduce all *material* evidence

(*a*) See *ante*, pp. 31, 64, 65.

(*b*) See Hayes on Conv., 3rd ed. vol. i. p. 567.

and every *material* fact ; it is, on the other, equally proper to avoid setting out that which is irrelevant and unnecessary.

Examination.]—They should also be very carefully examined with the deeds before they are fair copied ; but most especially so when examined on behalf of purchasers or mortgagees. Upon these occasions accuracy rather than time should be regarded ; for hasty examinations generally lead to unsatisfactory results.

The examinations, too, should never be entrusted to inexperienced clerks, upon whom little reflection could be cast if the task were imperfectly performed and loss or difficulty ensued. But it should be carried on either by the principals themselves or by competent and trusty clerks, who feel the responsibility of, and are faithful and anxious in the discharge of their duties. It is a useful plan to number the deeds abstracted, and to put the corresponding numbers on the fair copy of the abstract, as it facilitates the examination of it with the title deeds.

Accompaniments.] — Abstracts should not be sent to counsel till they have been properly examined with the deeds ; and then they should be accompanied by maps or plans, and (if not abstracted as before recommended), copies of the conditions of sale or contract under which the property to which they refer has been purchased ; so that counsel might see if there be any restrictions

or stipulations respecting the titles, and frame their opinions accordingly. By this means much valuable time is saved ; and, the evidence which can be insisted upon being pointed out in the first instance, often prevents very much after-trouble and expense.

It often happens, however, that no contracts are prepared, especially in small matters. In these cases it is proper, for the reason last stated, to give counsel the same information as the contracts, and other documents last referred to would, if prepared, afford him ; embracing, if he is to prepare a deed as well as to advise on the title, the name and addition of the intended mortgagee and the amount of the mortgage money ; or, if on a sale, the names of the purchaser and his wife, if married since 1833, or, if prior, the name of his trustee, with their residences and callings, in case it should be considered desirable to convey the property to uses.

These instructions should be given on a *separate* sheet. Indeed many practitioners uniformly send their instructions in this form, and desire the opinions to be written on the same sheet (a). And this, certainly, seems to be the most convenient ; plan for the opinions can then, if desired, be kept from the opposite solicitor, (whilst the abstract is passing to and fro) till the end of the business ; and if the contract shouldulti-

(a) They then become the property of the purchaser ;
Vend. & Pur. 317.

mately be abandoned, the abstract, (which would be returned) might then be made to answer the same purpose for the vendor or mortgagor upon a future occasion, and save him the expense of another copy.

We will now proceed to the forms, carefully arranged for the purpose of exemplifying the plan of preparing the abstracts according to the foregoing instructions ; and in which, for the better distinguishing of each part of the deed, the following order has been observed with respect to the—

MARGINS.

1 *Margin.*]—In the first, or outer, left-hand margin, is to be inserted—

The date of the Deeds and Documents, abstracted,—

2 *Margin.*]—The parties names, and descriptions.

The Testatum Clauses,

Powers,

Provisoos,

Conditions,

Declarations,

Agreements ;—

Covenants—in Deeds of Covenant,

Indorsements,

Headings relative to each Property (a)

Customs of Manors,

Certificates,

Statements ;—

Warranty,

Livery of Seisin,

(a) If short, they are placed centrally, as in p. 88.

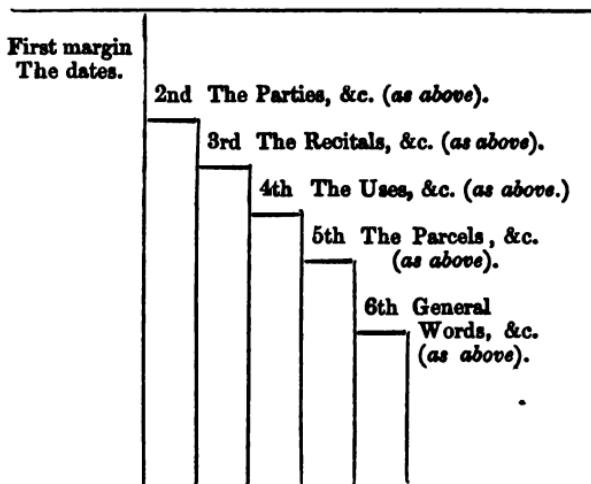
3 *Margin.*]—The Recitals,—
Habendums ;—

4 *Margin.*]—Uses,
Trusts,
Charges,
Long Covenants ;—

5 *Margin.*]—The Parcels,
Exceptions, and Reservations,
Execution, Receipts,
Probates, Attestations ;—

6 *Margin.*]—The General Words,
(a) Short Covenants.

*These Margins, will be better understood
by means of the following Table.*



(a) This margin is not usually ruled or shown by a crease, like the others, but clauses are so placed in the following forms as to show them.

PART IV.

—o—

RELATING TO TITLES TO

1. TITHES.
2. ADVOWSON and Glebe Lands.
3. FREEHOLDS, through Marriage Settlements.
4. COPYHOLDS—Enfranchisement.
5. EXCHANGES—of Freeholds.
6. LEASEHOLDS.
7. TO THE WHOLE.

—o—

Abstract of the TITLE of THOMAS NOAKES, of Cliff Hall in the Parish of Wake, Kent, esq. (a) to the ADVOWSON, Rectory, or Parish Church of Wake aforesaid, with the GLEBE LANDS thereto belonging; AND ALSO to the TITHES of the said Parish; AND ALSO to a FREE-

* * * The words within brackets throughout the forms may be omitted when extreme conciseness is desired.

(a) *Or, "of Mess^r. JOHN WATTS of Wake aforesaid, esq., and THOMAS HYDE of the same place, merchant."*

If so, "as Devisees IN TRUST for sale under the will of Thomas Noakes, late of Cliff Hall, in the parish of Wake, Kent, esq., deceased,"—

Or, "as Trustees for sale under the marriage settlement of Thomas Noakes, of Cliff Hall, in the parish of Wake, Kent, esq."

Or, "as Mortgagee IN TRUST for [or, with power of] sale."

HOLD MANSION, (a) outbuildings & offices, called "Cliff Hall" aforesaid, in his own occupation;—**AND ALSO** to a pew and vault thereto belonging in the Parish Church of Wake, aforesaid;—**AND ALSO** to a **FREEHOLD** Estate in the same Parish, containing altogether by estimation about 865 acres, now in the renting and occupation of John Hoare;—**AND ALSO** to **FREEHOLD** and **LEASEHOLD** Hereditaments lately purchased by him and added thereto, [and now forming part thereof,] namely, **A Close of FREEHOLD Meadow or Pasture Land**,

Or, "as Assignees of the estate and effects of THOMAS NOAKES, of Wake, Kent, merchant, a bankrupt."

Or, "of JOHN WATTS, of No 30, Basinghall-street, London, as official assignee of the estate and effects of THOMAS NOAKES, of No. 12, Mark-lane, in the City of London, corn merchant, and THOMAS HYDE, of No. 10, Fenchurch-street, in the City of London, merchant, the trade assignee thereof."

(a) *Or, if Copyhold, say—" COPYHOLD Estate [or, Property, or, Tenement] situate at Wake aforesaid, containing —a. —r. —p. and held of the Lord of the Manor of Wake aforesaid for the lives of Amos Blink, [aged 40 years] and Simon Bull, [aged 37 years], SUBJECT to the widowhood of Mary Blink, aged 76 years, (as the case may be) and now in the occupation of Thomas Trott [or, " or several occupations of William Winkle and Samuel Weller."]*

Or, if Leasehold, say—" A LEASEHOLD estate, comprising about 190 acres, situate at Wake aforesaid, and now determinable with the lives of (naming them as above), aged respectively 40 years and 37 years."

with the Appurtenances, heretofore called "Sharpe's," but now called "Bell's," and containing by admeasurement 5a : 0r : 1 $\frac{1}{2}$ p: and in the occupation of Silas Old (a);—AND ALSO a **FREEHOLD** (formerly Copyhold) Messuage or Tenement, with the Outhouses, Barns, Yard, Garden, and Hereditaments thereunto belonging, called "Crook's," containing by estimation 6a : 1r : 6p: and in the occupation of George John White (b);—AND ALSO a Close of **LEASEHOLD** Arable Land, called "Jackson's," containing by estimation about 2 Acres, situate at Wake aforesaid, and now in the Occupation of Giles Pope, or his undertenant: all which premises are in Mortgage to Messrs. Tegg, Iles and Co., for securing a Banking Account.

* * * See note (c) below.

Or, "A LEASEHOLD estate, situate at Wake aforesaid, and held for the residue of a term of 99 years absolute—or, determinable with the lives of (naming them as above)."

(a) *If so, AND ALSO to a FREEHOLD Water Course and Grist Mill, called "The Town Mill," with the stores, out-buildings, and lands, comprising about 36 acres, thereunto belonging, situate at Wake aforesaid, [and, if so, add—sold under a decree of the High Court of Chancery].*

(b) Short names (although some ridiculous ones) have been used throughout purely for the sake of brevity.

(c) In this space it is desirable, especially when the abstract is long, to insert a reference to the difference

AS TO THE ADVOWSON AND GLEBE. (a).

16 May, BY LETTERS PATENT (b) of this date, Her Majesty,
 1685. Queen Elizabeth, in consideration, of £—— to her
 28 Eliza- paid by Sir John Blair, knight, of Cliff Hall, afore-
 beth. said, [situate and being within Her Majesty's manor
 or lordship of Wake, Kent, (c)] one of Her Majesty's
 most Honourable Privy Councillors, and for other
 good causes and considerations, Her Majesty's there-
 unto moving, gave and granted unto s^d. Sir J. Blair,
 his heirs and ass^e.

ALL THAT the adowson, right of pre-
 sentation, collation, donation, patronage, and
 free disposition of, and in, and to ALL THAT
 the Rectory (d) or Parish Church of Wake
 afores^d.

AND ALSO ALL THOSE the Glebe lands
 thereunto belonging situate at Wake afores^d.

headings of the several properties which are the subject of
 it: thus—

As to the Titles to Advowson and Glebe, p.

The Tithes, p.

Cliff Hall, p.

Sharpe's or Bells, p.

Crook's, p.

Jacksons, p.

The exchange of Crook's and Bell's, p.

The whole estate, p.

(a) Although this heading is the first given above, it is
 better to repeat it here, so that each part may be kept
 separate from the others and be the more readily found.

(b) *Or, if so*, BY CHARTER.

(c) Words within brackets can be safely omitted through-
 out the forms.

(d) *Or, " Vicarage "—or, " Parsonage "*

containing — acres (more or less) and then in the possoñ and occōn of A. B. the then incumbent of s^d. Rectory or his undertenants,

TOGETHER with all rights, perquisites, privileges, and appurtenances to s^d. Rectory and Gleble lands, respectively belonging or appertaining.

TO HOLD the same unto s^d. Sir H. Blair, his heirs and assigns.

TO THE ONLY USE [and behoof] of s^d. Sir J. Blair, his heirs and ass^s. [for ever.]

THE ROYAL SEAL [of Great Britain] affixed.

16 May, 1586. THE SAID Sir John Blair, knight, married Dame Margaret Hastings, spinster, the second daughter of Sir Thomas Hastings, Rear-adm^l. of the Blue in Her Majesty's Navy, at the Parish Church of Battle, Sussex, this day.

CERTIFICATE of such marriage.

19 June, 1587. PERCY, their son, was born at Cliff Hall, aforesaid. CERTIFICATE of his Baptism.

7 February, 1589. BY DEED POLL of this date the s^d. Sir John Blair, presented, [to the lord Bishop of Rochester,] the Rev^d. Jonas Speke, of Maidstone, Kent, clerk [in holy orders,] to

THE SAID Rectory (a) or Parish Church of Wake, aforesaid.

TOGETHER with the Glebe lands—and appurts.

TO BE canonically inducted into the actual and corporal possession thereof.

(a) Or, "Vicarage"—or, "Parsonage" (as the case may be).

.... EXECUTED by s^d. Sir J. Blair, and duly attested (a).

27 Septr. 1612. THE SAID Percy Blair, married Joan Grant, of Walmer, Kent, widow of the Hon. and Rev^d. George Grant, then late of the Rectory at Walmer aforesaid, clerk in holy orders, at the Parish Church, at Walmer aforesaid.

CERTIFICATE of such marriage.

29 May, 1624. ERNEST, first son of Percy and Joan Grant, was born at Cliff Hall, aforesaid.

CERTIFICATE of his Baptism on 26 June, 1625.

23 Septr. 1625. BY WILL of this date the s^d. Sir John Blair, gave and devised unto his grandson s^d. Ernest Blair, (eldest son of his s^d. Testator's son Percy,) inter alia,

THE ADVOWSON [Rectory or Parish Church,] of Wake, aforesaid.

AND ALSO the Glebe lands thereunto belonging,

TOGETHER with all rights—appurts. &c.

TO HOLD the same unto and to the use of him s^d. Ernest Blair, his heirs and ass^e. for ever,

AND s^d. Testator appointed his s^d. son Percy, sole ex^r of his s^d. will (b); which was.

EXECUTED in the presence of, and attested by 3 witnesses.

(a) See Index for variations as to sealing.

In order to avoid a repetition of these documents, it must be assumed that they are regularly made throughout the title.

(b) In abstracts of wills relating to Real Estates *only*, it is unnecessary, for the purposes of title, to insert this clause, unless the property be in mortgage; but it is always desirable to insert it, in order to show the person holding the probate,

.... PROVED in the Prerogative court [of the Archbishop] of Canterbury on the 3d of July, 1627 (a).

2 June 1626. THE SAID Sir John Blair died at Cliff Hall aforesaid.

CERTIFICATE of his burial at Wake aforesaid.

10 March, 1648. THE SAID Earnest Blair married Rosa Hastings, third daughter of Sir Wm. Bruce, of Rochester, Bart. at St. George's Church, Hanover-sq., London.

CERTIFICATE of such marriage.

21 Aug. 1649. REGINALD their first son was born at No. 10, Berkeley-sq., London.

CERTIFICATE of his baptism at Rochester on the 19th of September, 1649.

3 May, 1662. THE SAID Sir Percy Blair, died.

CERTIFICATE of his burial at Wake afores^d. on the 9th of May, 1662.

2 April, 1669. REGINALD married Ruth Grey, only daughter, of Adm^l. Sir Thos. Grey, R. N., at Essex House, Dover, Kent.

CERTIFICATE of such marriage.

14 May, 1682. ARTHUR their first son was born at Dover.

CERTIFICATE of his Baptism.

2 Decr. 1693. BY WILL of this date the s^d. Sir Ernest Blair, gave and devised unto his son Reginald (int. al.)

ALL THAT the before abtd^d advowson and glebe land with the appurts &c.

TO HOLD to him s^d. Reg^d. Blair, and his assigns during his life,—with remainder—

UNTO and to the use of his (s^d. Testator's) grandson, Arthur Blair, (son of s^d. Reg^d.) his heirs & ass^d. for ever.

(a) It is better to insert this date here instead of the margin, as it does not there follow in chronological order as to date.

UPON CONDITION that he, s^d. A. Blair, should take, bear, and use the name and arms of his maternal ancestor, Sir Tho^o. Hastings.

EXECUTED in the presence of, and attested by 3 wit^o. ; &c.

PROVED in the Prerogative court of Canterbury on the 9th of September, 1695.

5 October, THE SAID Ernest Blair died.

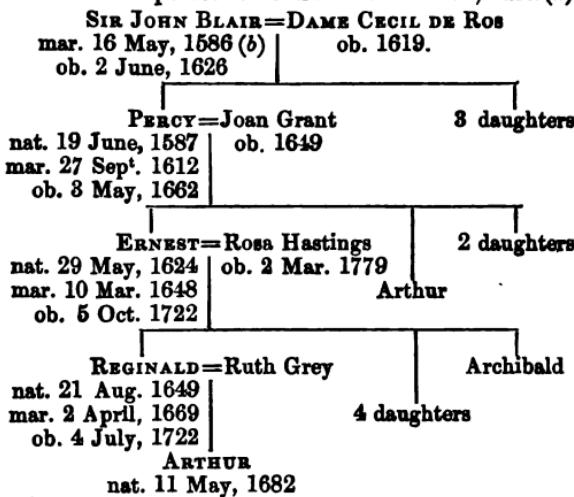
1694. CERTIFICATE of his burial at Wake aforesaid.

4 July, REGINALD BLAIR was created a Baronet on the 1705. 4th of July, 1705.

11 July, THE SAID Sir Reginald Blair, Bart., died.

1722. CERTIFICATE of his burial at Wake aforesaid.

The following is the Pedigree of the Sir John Blair's family, (ex parte paterna) so far as respects the before abstracted premises. It is taken from the family pedigree now in the possession of Sir Arthur Blair, Bart. (a)



(a) Of course neither the titles nor the pedigrees are ever carried so far back as this for conveyancing purposes. This is therefore given at length more by way of illustration, than for its actual utility to the title.

(b) It is often desirable and, in many cases, proper to

1 May, 1723. BY ROYAL LICENCE under seal and sign manual, of this date, after

RECITING that s^d. Sir A. Blair, then of Cliff Hall afores^d. Bart^t. a Major-gen^l. in Her Majesty's service, and in the commission of the peace for s^d. county of Kent, the only son and heir-at-law of s^d. Sir Regonald Blair, then late of the same place, Bart^t. by Ruth his wife ; who was the only child of Sir Tho^s. Grey, a Rear-Adm^l. in Her Majesty's Navy, had, in and by his petition humbly presented, shown that Sir Ernest Blair, the maternal grandfather of him, s^d. Sir A. Blair, did, in and by his before abst^d. will, gave and devised (inter alia) s^d. abst^d. prêmes unto him s^d. Sir A. Blair, in fee simple (a) as in and by such will appears,

AND RECITING that s^d. will contained the following clause—added to s^d. devise—“ Upon condition that he the s^d. Arthur Blair, shall take, bear, and use the name and arms, of his maternal ancestor Sir Tho^s. Hastings ” (b),

give here the dates of not only the deaths of the deceased parties, but also their births and marriages, as well as to state them separately afterwards ; because it facilitates the perusal of the pedigree by avoiding further inquiry or reference respecting them. The subsequent statements give additional information (although not, in all cases, so important) respecting the *places* of births, marriages, and interments, in order that it may be known where the registers of them are to be found.

(a) If the devise be in tail, the *uses* should be shown in the licence ; but if they are set out in the abstract of the will, they need not be referred to here, but referred to as—“ in tail-male as aforesaid,” instead of “ in fee ” &c., as above.

(b) The condition, when quoted verbatim in the licence, should likewise be copied here.

AND RECITING that s^d. Testator died on the 5th. of Oct. 1694, without altering or revoking his s^d. will, and the same was duly proved in the Prerogative Court of the Archbishop of Canterbury on the 9th of September, 1695; whereupon s^d. Sir Reginald Blair became entitled to the rents and profits of (inter alia) s^d. abet^d. premises during his life.

AND RECITING that s^d petitioner's mother died on the 2d of March, 1699.

AND RECITING that as the before ment^d. condition as to the assumption of the name and arms, was binding on him s^d. pet^r. and from grateful respect to the memory of his s^d. grandfather, he was desirous of taking and using the surname, and arms of Hastings,

IT IS WITNESSED that Royal Licence and Authority was given and granted unto him s^d. Sir A. Blair, to take and thenceforth use the surname of Hastings, only; And also to bear the arms of Hastings;—such arms being first duly exemplified according to the laws of arms and recorded in the records office, otherwise s^d. licence should be void.

By the following memorandum written and subscribed to s^d. licence it appears that such record was duly made.

“RECORDED in the College of Arms, London,
“pursuant to a warrant from the Earl Marshal
“of England, the 13d day of July, 1723.”

“Robert Hart,
“Superscribed GEORGE R.” “Registrar.”

BY INDENTURE (a) of FEOFFMENT, of this date,

1 May,
1739.

(a) Many persons preparing abstracts of title begin each deed thus—“INDENTURE made” &c.; and at the testa-

made between the s^d. Sir Arthur Hastings, then of No. 3, Gloucester Terrace, Hyde Park, Middlesex, Bar^t. of the first (a) part,—the s^d. Lady Ruth Blair, the widow, of s^d. Sir Reg^d. Blair, deod^d., of the 2d part,—and Ralph Styles, of Hop Hall, in the parish of Maidstone, Kent, merchant, of the 3d part—

RECITING the before abst^d. letters patent.

AND RECITING (b) that s^d. Styles had contracted with s^d. Sir A. Hastings, for the absolute purchase of s^d. abst^d. premises, free from incumbrances, at the sum of £—— and that Lady Ruth Blair had at the request of s^d. Styles consented to execute the now abstracting indenture for the purpose of confirming such sale and releasing all her claim, if any, to dower, thirds, or jointure therein.

IT IS WITNESSED that s^d. Sir A. Hastings, in con-

tum, state "It *was* witnessed." But this is manifestly an illogical—not to say ungrammatical—mode of expressing it. Surely the *present* and not the *past* tense ought to be employed; for it is by the existing deed or document so referred to that the intention and operation of it is witnessed, and not by a by-gone deed or instrument. Therefore it is proper to state (as here)—"By INDENTURE, of this date made &c. IT IS WITNESSED" &c.

(a) Figures are usually and properly used here for the purpose of economising space, and of catching the eye on the perusal of the abstract, as well as on subsequent references (and they often necessarily occur) to the parties to the deed. Whatever tends to distinguish the material parts of a deed, tends also to lessen the labour of perusing the abstract.

(b) For the reasons given in the last note, it is proper to begin the *first* line of long clauses in the *next* margin to the preceding (proper) one as here shown.

sideration of £ —— sterling, to him then paid by s^d. Styles, Did grant and enfeoff, and s^d. Lady A. Blair, at the request of s^d. Styles, and with the approbation of her s^d. son, Did grant, ratify and confirm unto s^d. Styles, and his heirs.

ALL THAT the s^d. Advowson, Rectory, or Parish Church, of Wake afores^d. [then in the cure of s^d. J. Speke.]

TOGETHER with the Glebe lands, desc^d. in the before abstracted letters patent and which were then in the occupation of George Fry.

TOGETHER also with all appurts &c.

AND all the Estate &c. (a)

AND the s^d. letters patent, and all deeds &c.

TO HOLD the same unto s^d. Styles and his heirs,

TO THE USE [and behoof] of s^d. Styles, his heirs and ass^s. [for ever]

WARRANTY of s^d. abst^d. prem^s by s^d. Sir A. Hastings, unto and to the use of s^d. Styles his heirs and ass^s. against himself, his heirs and ass^s. and against the heirs of s^d. Lady R. Blair, the ancestors of him s^d. Sir A. Hastings, and all persons, claiming through, under, or in trust for them respectively.

EXECUTED by s^d. Sir A. Hastings, and Lady

R. Blair, and attested by 3 witnesses, and

RECEIPT for £ —— endorsed, signed and witnessed (b).

(a) It is usual and, in long abstracts, desirable to place two of these short lives in one line; thus—

“TOGETHER with all appurts. &c.—AND all the estate &c.”

(b) When the sentences are short, some of these

MEMORANDUM of livery of seizin by s^d. Sir A. Hastings, to s^d. Styles, on 3d of May, 1739, endorsed, signed, and witnessed.

1 April, 1743. BY DEED POLL of this date under the hand and seal (a) of the s^d. Ralph Styles, then of Hop Hall, afores^d. presented the Rev^d. John Jonas to

ALL THAT the next presentation, rectory (b) and parish church of Wake afores^d. with the s^d. glebe lands,

TOGETHER with the appurts &c.

TO BE canonically inducted into the actual and corporal possoñ thereof.

26 March, 1783. BY WILL of this date the s^d. Ralph Styles, gave and devised unto his son Tho^s. (inter alia),

THE before abtd. Advowson and glebe land, TOGETHER with all appurtenances &c.

TO HOLD to his s^d. Tho^s. Styles, his heirs and ass^s for ever.

AND s^d. testator appointed his s^d. son sole executor, of his s^d. will, (c) which was.

EXECUTED in the presence of and attested by 3 witnesses.

2 May, 1812. THE SAID Ralph Styles, died.

12 Decr. 1812. THE last abtd. will was proved in the Prerogative Court of Canterbury.

words should be written at length, so as to *nearly* fill up the line.

(a) The words—"under the hand and seal," may, if preferred, be introduced here, instead of the words—"EXECUTED by s^d. Styles and duly sealed and attested" at the end of the form as in p. 85.

(b) See *ante*, n. (a) p. 84.

(c) See *ante*, p. 85, n. (a).

AS TO THE TITHES.

16 June, 1642. BY LETTERS PATENT, of this date, His Majesty
 18 Car. 1. Cha^r the 1st, in consōn of a bargain and sale of the
 manor of Leigh in the Parish of Dorking, Kent,
 afores^d. by an Indrē therein ment^d. to be conveyed to
 him, his heirs and successors,

AND in consōn of £ —— sterling to him then paid
 by Sir Roger Hastings, Bar^t. then of Clive Hall,
 Dorking afores^d., a General in His Majesty's army,
 and one of His Majesty's privy councillors, and
 for divers other good causes and consōns, his s^d. Māty,
 gave and granted unto s^d. Sir R. Hastings and his
 heirs (a).

(a) If the manor or estate should also be the subject of
 the abstract, here insert a full description of it, thus—

ALL THAT the manor or lordship of Wake afore-
 said

AND all such courts, rights, and privileges as
 the then late Prior of the Monastry of St. John the
 Baptist at Canterbury, or any person or persons in
 the same right, by virtue of letters patent or other-
 wise, had held, used, and enjoyed the same,

AND ALSO ALL THAT the abbey of Brindon,
 situate within s^d. manor and then ruined,

AND all rights and privileges what^r. thereto
 belonging or appertaining.

TO BE TAKEN AND HOLDEN of His s^d. Majesty,
 his heirs and successors, in fee and common socage, and
 not in capite or by knight's service, as by an inquisition
 taken after the death of Sir Thomas Hastings, Knight,
 and by another inquisition taken after the death of the
 Earl of Shrewsbury, a prior possessor thereof, the same
 appears to have been held and enjoyed by them respec-
 tively.

* * * The inquisitions relating to estates (like those re-

ALL THOSE the tithes, truths, obligations, and observations, yearly arising, occuring or coming from the Parish of Wake, Kent, afores^d., with all Rights whatsoever incident thereto.

TO HOLD the same unto s^d. Sir R. Hastings, and Dame Maria his [espoused] wife and the heirs and ass^e. of s^d. Sir R. Hastings for ever.

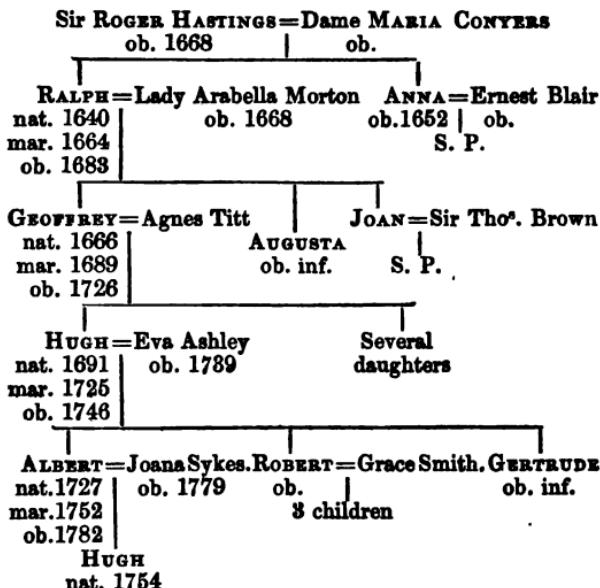
IN chief knight-service, viz. by the tenth part of one knight's fee, and paying yearly £—
THE ROYAL SEAL affixed.

Note. There does not appear to have been any dealings whatever with respect to the Tithes from the year 1542, down to the year 1677; so that the intermediate right and title to them must have passed by descent down to, and become vested in Sir Hugh Hastings, the great grandson and heir-at-law, of Sir Roger Hastings, of Clive Hall, aforesaid, the grantee thereof.

The fact of his being the direct lineal heir of the said Sir Roger is also established by entries at the Royal College of Arms, recording him as the legitimate possessor of the family title by direct descent; and also by the following Pedigree, (ex parte

ferred to in the last clause) taken in ancient times were very useful and important for preserving and perpetuating evidence of the rights and distinguishing the ownerships of the great land-proprietors of the kingdom. And if a system of periodical perambulations of property, like those in well-preserved manors, with proper presentments by juries (summoned for the purpose), safely recorded, could now be generally adopted, at reasonable cost, it would be the means of preventing many bitter feuds and ruinous proceedings.

paternal) which has been copied from one in the possession of, and kept by his family (a). It is also confirmed by different entries formed in the family registers, now likewise in his possession, of which the following are copies.



The following are the Extracts from the Family Registers (b).

19 Jany. 1646. RALPH, first son of Sir Roger and Dame Maria Hastings, was born at Clive Hall, at 3 o'clock this morning.

3 July, 1664. HE married Lady Arabella, eldest daughter of

(a) See *ante*, p. 87, n. (a)

(b) To be within inverted commas.

Cuthbert, and Lady Jane Morton, at St. George's Church, Hanover Square, London,

27 March, 1666. GEOFFERY, son of Robert and Lady Arabella, was born at Clive Hall, this Thursday morning, at 6 o'clock, a.m.

9 Nov. 1694. HE married Miss Agnes Pitt, second daughter of Rear-Adm^l. Pitt, R.N. at Walmer, Church this day.

11 Feby. 1698. HUGH, son of Geoffery and Lady Arabella, was born at 9 o'clock, this morning.

2 Nov. 1697. SIR ROGER died at Clive Hall, this morning at 4 o'clock, a.m. in his 71st year. He was buried in the family vault.

19 May, 1699. RALPH died at Cheltenham, a martyr to the gout, at 1 o'clock this afternoon. He was buried in the family vault at Clive Hall.

It appears by the records of the Court of Assize, held at Maidstone in the year 1694, that the s^d. Geoffery Hastings, (then Sir Geoffery), was convicted of treason-felony, and that all his estates, including the before abst^d. premises, were forfeited to, and held by the Crown from that time till the year 1699, when he died in the Tower of London, and his estates were restored to his family by means of the following Act of Parliament.

3 May, 1698. GEOFFERY, son of Ralph, died in the Tower of London. His remains were interred in the family vault at Wake.

12 Wil. 3. BY AN ACT of PARLIAMENT, [passed in this (1699.) Session], intituled, "An Act for vesting the Estates of s^d. Sir Geoffery Hastings, formerly of Clive Hall afores^d., the only Son of Sir Roger Hastings, knight, also formerly of that place:

AND RECITING that a marriage had then

been agreed upon, (a) & was then intended to be shortly solemnized between the s^d. Sir Hugh Hastings then of Clieve Hall, afores^d, son of Geoffery Hastings, the great grandson, of s^d Testator, with Eva Ashley, second daughter of the Honble Ja^e. Ashley, a Co^t. in Her Majesty's Reg^t. of 10th Hussars.

IT IS ENACTED (inter alia) that—

THE SEVERAL messuages, lands, tenements & hereditaments, situate at Wake afores^d, including s^d. abst^d. premises, (& other property not the subject of this abstract) & comprised in the schedule thereunder written,

TOGETHER with their appurts &c.

AND all reservⁿ. and reversions &c.

SHOULD, from & after s^d. int^d. marr^e. be vested in Thomas Spring, of the Inner Temple, London, Esq. & George Winter, of 5, New Square, Lincolns' Inn, London, Esq. their heirs & ass^e.

UPON TRUST & to the intent that s^d. Spring, & Winter, or the survivor of them or the heirs or ass^e. of such surv^r. did & should with all convenient speed, [by iñdres of lease and release,] by & with the consent of s^d. Sir Geoffery Hastings, as well as of s^d. Hugh Hastings, or the surv^r. of them, to be signified by their being parties to, & executing such iñdre, which shall contain all usual & proper clauses, provisoos, declarations, & agreements—

(a) *Or, RECITING a settlement dated the — day of — — 17 —, made on the marriage of s^d. Hugh Hastings with Eva Ashley, daughter &c.*

convey, settle, & assure (with other property hereinafter abst^d. (a).)

ALL the tithes, tenths, & oblo^{ns}, both great & small, arising renewing & increasing within the Parish of Wake aforesaid.

AND all rights what^r. incident thereto.

TO THE USE of s^d. Hugh Hastings, & his ass^r. during his life, sans waste, with rem^r.

TO THE USE of s^d. Eva Hastings, & her ass^r. during her life, if she should survive him, sans waste, — AND after the determination of those Estates by any means in their life time respectively.

TO THE USE of s^d. Spring & Winter, & the surv^r. of them his heirs & ass^r. during the life of s^d. Hugh Hastings, IN TRUST to preserve contingent rem^r. — with rem^r.

TO THE USE & intent that s^d. Eva, his wife should & might have a rent charge of £— per ann. payable half yearly out of s^d. Estates, with usual powers of distress & entry for the recovery thereof, — with rem^r.

TO THE USE of John Grove, of the middle Temple, London, Esq. & George White, of Gray's Inn, London, Esq. their ex^rors, adm^rors and ass^r. for the term of 500 years,

IN TRUST to raise portions for younger child^r. of s^d. Hugh Hastings, as thein ment^d. AND after the expiration or sooner determination of the s^d. term.

(a) This reference can be made whenever the parcels agree, and brevity is desired.

TO THE USE of the first & other sons & sons of the body of s^d. Hugh Hastings, on the body of s^d. Eva, his wife lawfully to be begotten severally successively, & in rem^r., in tail-male; AND in default of such issue—

TO THE USE of the right heirs of Ralph Hastings, for ever.

PASSED the 2d of August, 1709.

The schedule above referred to.

(*Here it is to be inserted (a).*)

[Continuation of Copies from the Family Registers.]

1 August, ^{1725.} "HUGH married Miss Mary Jones, 3rd daughter of Dr. Jones, of St. James's Square, Piccadilly, London, at St. James's Church, at 11 o'clock this morning. There was a brilliant assembly upon the occasion.

4 October, ^{1727.} ALBERT son of Hugh and Mary, was born at Clieve Hall, at 2 o'clock, this morning. Dr. Green, and Nurse White present.

9 June, ^{1762.} ALBERT married Miss Joan Sykes, 2d daughter of Adm^l. John Sykes, R.N. at St. Mary's Church, Rochester.

26 Octbr. ^{1764.} HUGH, his son, was born at Clieve Hall, at 5 o'clock, this morning, (*Friday*). Great rejoicing. Dr. Fork, Nurse, Mary Spoon, attended at the birth."

15 July, ^{1788.} BY WILL, of this date, the s^d. Sir Hugh Hastings, (son of Geoffery,) gave & devised unto his son Albert (*inter alia*)—

(a) This schedule is here omitted for the sake of brevity.

... ALL THOSE the tithes, or tenths, both great & small, of the Parish of Wake aforesaid.

TO HOLD & enjoy the same during his life,—with remainder.

TO THE USE of his (s^d. testator's) grandson Hugh, his heirs, & ass^e. for ever.

UPON CONDITION that, upon or before his marr^e he (s^d. Hugh) should settle the same upon himself & his wife for their respective lives, with rem^r. to his issue in tail-male,—with rem^r. to his (s^d. testator's) right heirs for ever, pursuant to, & in accordance with the before abstracted Act of Parliament.

AND s^d. testator, appointed his s^d. son sole executor of his s^d. will; which, revoking all others, he declared to be his last. (a).

EXECUTED in the pres^{ce} of, & att^d by 3 wit^s.

19 Augt. 1788. THE TESTATOR died at Cliff Hall, aforesaid.

6 Decmbr. 1788. PROBATE of his will was granted to s^d, executor by the prerogative court of Canterbury.

25 April, 1782. ALBERT HASTINGS died of Fever, at St. Leonards-on-sea, leaving 2 sons Albert & Robert. He was buried in the family vault.

5 July, 1830. SIR HUGH HASTINGS, (the testator's grandson) died unmarried & intestate, leaving Robert Hastings, his uncle & heir-at-law, [him surviving ;] who thereupon entered into possession of his Estates, including the before abst^d. prem^{es}.

The first entry which can be found of the

(a) The fact of express revocation should be shown, as it is often of importance ; especially where there are several wills and codicils, or testamentary papers ; for some of them may be without date.

receipt of the tithes granted by the before abstracted letters patent, is contained in the steward's account, of which the following is a copy; but the entries have ever since been regularly made.

	£ s. d.
1753.	
19 May, RECEIVED for tithes, as per terrier,	214 16 8
21 Nov. "	210 4 0
" (a)	210 4 0

19 June, BY INDENTURE, of this date, made between Sir 1834. Robert Hastings, knight, of Rochester, Kent, a General in Her Majesty's Service, (the uncle & heir-at-law of s^d. Sir Hugh Hastings, knight, who was the eldest son & heir-at-law of s^d. Sir Albert Hastings, knight, by Joan his wife, who was the son & heir-at-law, of s^d. Sir Hugh Hastings, by Eva, his wife,) of the one part, — & the s^d. Tho^r. Styles, (p. 92 (b)) of Hop Hall, in the Parish of Wake, Kent, afores^d. Merchant of the other part.

RECITING the before abst^d. Act of Parl^t (p. 96).

AND RECITING the last abst^d. will [of s^d. Sir Hugh Hastings.]

AND ALSO RECITING that s^d. Sir Hugh Hastings, the tenant-in-tail, under the limitations,

(a) It will be manifest that this statement, as well as the foregoing lineage, is entirely suppositious. They are given thus briefly simply as an illustration (though, it must be confessed, not a very satisfactory illustration) of the instructions, but it is considered desirable, imperfect as it might be, to insert it in this form rather than swell the size of the work beyond its prescribed limits.

(b) In long abstracts it is useful to refer here to the page where the *first* description of the party is to be found.

expressed in s^d. Act of Parl^t, & also the right heir of s^d. testator Sir R. Hastings, died on the 5th of July, 1530, intestate & without issue, leaving s^d. Lady Mary Hastings, his widow, & s^d. Sir Rob^t. Hastings, his uncle, him surviving, & he thereupon became seised of & in s^d. abst^d. premēs as his heir-at-law.

AND ALSO RECITING that s^d. Styles had cont^d. with him s^d. Sir R. Hastings for the absolute purchase of s^d. abst^d. premēs at £——

IT IS WITNESSED that in coñson of £—— to s^d. Sir A. Hastings, then paid by s^d. Styles, he s^d. Sir R. Hastings, did grant, bargain, sell & release unto s^d. Styles

ALL THOSE the tithes, tenths, oblations & obventions, both great & small, granted by the before abst^d. letters patent [of the 16th of June, 1742,] & comprised in or referred to by the last mēnt^d. Act of Parl^t. & will [of s^d. Sir Hugh Hastings] (pp. 96, 99.)

AND all fruits &c.—AND the revoñ &c.

AND ~~all~~ the Estate &c. AND s^d. letters patent, evid^s. &c.

TO HOLD the same unto s^d. Styles, his heirs & ass^s.

TO THE ONLY USE of s^d. Styles, his heirs & ass^s. for ever.

IN CHIEF knight-service, by one tenth part of one knight's fee, &

SUBJECT to the paym^t. yearly of £—— to His then present Majesty, his heirs & successors, if demanded:

EXECUTED by s^d. Sir R. Hastings, & duly
attested, and
RECEIPT for £—— end^d, signed, & wit^d.

**AS TO THE ESTATE CALLED "CLIFF HALL." WITH
THE PEW AND VAULT THERETO BELONGING.**

16 June, 1820. **BY ARTICLES of AGREEMENT** [of this date] made
between Joseph Styles, of "Cliff Hall," aforesaid,
Attested (a), Esq., (eldest son of s^d. Tho^s. Stiles,) of the first
Copy. part; Ruth Biles, (a minor of the age of 19 years,
or thereabouts,) daughter of Tho^s. Biles, of No. 7,
Cheapside, in the City of London, merchant, of the
2^d. part;—and the s^d. Tho^s. Biles, of the 3^d. part;
—Being articles executed previously to, & in con-
templation of a marriage then intended to be solemn-
ized between s^d. Styles & Ruth Biles;—

THE SAID J. Styles covenanted with s^d. T.
Byles,—That, upon the solemnization of s^d. intended
marriage, & upon his s^d. intended wife attaining her
age of 21 years, he would settle & assure,

ALL THAT Mansion or Dwellinghouse, to-
gether with the Offices & Outhouses thereunto
belonging, called "Cliff Hall;" with the pew
& vault thereto belonging in the Parish
Church, of Wake, aforesaid,—AND ALSO All
& singular the Farmhouse, Messuages, Tene-
ments, Outhouses, Buildings, Meadows, Feed-
ings, Pastures, Woods, Underwoods, Lands,
Franchises, Rights, Liberties, Commodities,

(a) Although this description is given in the title, it is
better to repeat it here than refer to it, so that each part
may be kept distinct from the other.

Advantages, Hereditaments, & other the Appurtenances whatsoever thereunto belonging or in anywise appertaining, situate in the Parish of Wake aforesaid, as the same was then in the occupation of him s^d. Styles & Samuel Stout,—

AND ALSO the s^d. Advowson or Rectory, & Parish Church of Wake aforesaid, & the Glebe lands theunto belonging.

AND ALSO all the Tithes arising within the Parish of Wake aforesaid.

AND all reversions, &c.—

AND all the estate, &c.—

[TO THE USES, upon the trusts, & for the intents & purposes, & under & subject to the powers, proviso^{es}, & declarations following, viz.]

TO THE USE of s^d. Styles, & his assigns, during his natural life, sans waste :—AND in case of the determination of that estate in his life-time,—

TO THE USE of two or more Trustees to be named by s^d. J. Styles, & their heirs, during his life, IN TRUST, nevertheless, for him s^d. J. Styles, & his Ass^e. during his life, and to support contingent Remainders ;—AND after his decease,—

TO THE USE & INTENT to secure to his s^d. intended wife, if she should then be living, one Añny or clear yearly sum of £200 out of s^d. Heréits [& Premérs], payable quarterly during the remainder of her life, by way of jointure, in lieu, bar & satisfaction of all dower or

thirds, at common law, or otherwise ;—with the usual powers & remedies, for recovering the same when in arrear ;—AND subject thereto,—

TO THE USE of two or more Trustees to be named by s^d. J. Styles, their executors, administrators & assigns, for the term of 500 years, to be computed from the decease of s^d. J. Styles, sans waste, for raising portions for younger sons of s^d. intended marr^o. ;—AND subject thereto,—

TO THE USE of the first and other sons of s^d. Ruth Byles, by s^d. J. Styles, to be lawfully begotten, severally and successively in tail-male ; AND for want of such Issue,—

TO THE USE of all and every the daughter & daūr^o. of s^d. R. Byles, by s^d. J. Styles, lawfully to be begotten, equally, as tenants in common, & the heirs of their respective bodies lawfully issuing ; AND in case all such daūr^o. should die, or for want of such Issue,—

TO THE USE of s^d. J. Styles, his heirs and assigns for ever.—

AND it is by the now abstracting instrument further agreed, that the settlem^t. so to be made in pursuance thereof should contain—the usual powers of leasing the premises therein comprised for 21 years, at the most improved rent, & without fine ;—& for appointing new trustees, & for their indemnity ;— & also all other Powers, Provisoes, Declarations, Clauses & Agreements, as were usually inserted in Settlem^t. of a like nature, & which counsel should advise in that behalf :—

EXECUTED by all s^d. Parties, (by s^d. R. Biles & T. Biles, in the name of " Byles ") & att^d by 2 Wit^s.

19 June, THE SAID int^d. Marr^e was solemn^d at Wake afs^d. (a)
 1820. CERTIFICATE thereof.—

22 & 23 BY INDENTURES of LEASE & RELEASE [of these July, 1822 dates], the Release made between the s^d. Joseph Styles of the first part,—The s^d. Ruth Biles, (by her then name of Ruth Styles,—in the before abstracted articles named & spelt "Biles") of the 2^d. part,—The s^d. Tho^a. Byles, of the 3^d. part,—Tho^a. Batt. of No. 4, Leadenhall Street, in the City of London, Merchant, & George May, of No. 4, Cornhill, in the same City, Merchant, of the 4th. part,—& James Finch, of Hanover Square, in the Parish of St. George's & County of Middlesex, Esq^r., & George Dodd, of No. 14, Lombard Street, in s^d. City of London, Esq^r. of the 5th. part; after—

RECITING the last abstracted Articles [as or to the effect before abstracted];—

AND RECITING, that s^d. int^d. Marr^e. (b) was solemn^d. soon after the execution of such Articles;—

AND ALSO RECITING, that s^d. R. Styles, had then attained her age of 21 years;—

IT IS WITNESSED, that in pursuance of s^d. Articles, & as well in consideration of s^d. Marr^e., & of the Fortune received by s^d. Styles, in Right of his s^d

(a) See post, p. 115, n.

(b) Whenever any of the contractions used in the following forms are not clearly understood by mere beginners, for whose edification they are designed, they had better refer to corresponding clauses in the preceding forms, where, it is most probable, they will be found written at length, either the same or a similar sense.

Wife thereupon ; & for making a Provision for her in case she should survive him, & for the Issue of s^d. Marr^e, as also in consideration of 10^l. therein expressed to be paid to him by s^d. T. Byles,—H^e s^d. Styles, (at the request of s^d. T. Byles,—[testified as therein mentioned (a),] Did grant, bargain, sell, alien, release & confirm unto s^d. Batt & May (in their actual possession then being, &c.), & to their heirs.

ALL THOSE the Herēdits & Premēs comprised in the last abst^d. Articles, by the particular description of—

ALL THAT Mansion or Dwelling-house, with the Offices, Stable, Coach-houses, Buildings, Yards & Gardens thūnto belong^g, called “Cliff Hall” afores^d., then late in the Occupation of Jason Styles, Esq^r. or his undertenants, & then of s^d. Jos. Styles, together with the Pew & Vault thereto belonging in the Parish Church of Wake aforesaid ;

AND ALSO All that Messuage or Farmhouse, with the Offices, Stables, Barns, Granaries, Sheds, & other Buildings, Yards, Bartons, Gardens, & Orchard, or Paddock of Land thereunto belonging, called the “Homestall ;”—

AND ALSO All those several Closes or Fields (b) Pieces or Parcels of Land called by the several Names, & containing the several Quantities following, viz. :—ONE Close or Parcel

(a) These four words make the clause read more technically ; but they may in all cases be safely omitted, for they really afford no useful information.

(b) Sometimes they are conveyed by reference to a schedule, in which case the schedule should be copied.

of Pasture Land, lying at or near a certain place, then commonly called or known by the name of "Flint Bottom," called "East-field," containing by Estimation 9a: 2r: 7p, (more or less) :—A Close of Arable Land, lying near the last-ment^d. Close, called "The Seven Acres," containing by admeasurement 6a: 3r: 23p;—Three Closes adjoining, &c. &c. &c. Which s^d. Messe, Farm-house, Lands & Herēdits last ment^d. were then in the Occōn of s^d. Sam^l. Stout, to whom the same were demised by s^d. Jason Styles deceased, by Iñdre bearing date the 25th. March, 1757, from thenceforth for the Term of 7 years (a);

AND ALSO the s^d. Advowson, Rectory or Parish Church of Wake aforesaid.

AND ALSO all the Tithes & Tents, both great and small, arising, renewing & increasing from, over & upon s^d. abst^d. Premēs or any of them & other the Lands & Herēdits within the s^d. Manor or Lordship of Wake aforesaid.

And all Houses, &c.—and all Common-rights, &c.—

AND the Reversion, &c.

AND all the Estate, &c.—

AND all Deeds, &c.—

TO HOLD the same unto s^d. Batt & May, their Heirs & Ass^e. (subject to s^d. [Iñdre of] Lease)—

(a) If any part of the property described or referred to in the deed should have been previously sold or inserted by mistake, state in the margin opposite the description or reference that "These herēdits are not the subject of the abstract, they having been sold some time sime to A.B. and included in this deed by mistake."

[TO THE USES, upon the Trusts, & for the ends, intents & purposes following, viz.]—

TO THE USE of s^d. J. Styles, & his Ass^e, during his life, sans waste; AND in case of the determin^{on} of that Estate in his lifetime, then—

TO THE USE of s^d. Batt & May & their Heirs during the life of s^d. J. Styles, IN TRUST nev^{el}ess for s^d. Jos. Styles, & his Ass^e. [during his life], & to preserve the contingent Rem^r. thinaft^r limited from being defeated or destroyed; AND after the decease of s^d. J. Styles,—

TO THE USE, INTENT & PURPOSE that s^d. Ruth Styles, if then living, & her Ass^e. might have & receive yearly during her life, & to her & their own use & benefit, out of the afores^d. Hérédits [& Prem^{es}] one Annuity or clear annual sum of £200, by equal quarterly Payments [on the 25th day of March, the 24th day of June, the 29th day of September, & the 25th day of December in every year], “the first pay^t. whereof, or a proportionate part thereof, was to be made on such of the s^d. days as should next happen after the dec^e. of s^d. J. Styles;—which s^d. An^{ny} was to be paid to and recd. by s^d. R. Styles, in lieu, satisfaction & bar of all such Dower or Thirds, or other Estate at Common Law or by Custom, which she otherwise might have claimed, in or out of all or any of the Herédits [& Prem^{es}] which s^d. Jos. Styles, was or might be seised of or entitled to during the cover^ture between them (a).”

(a) When, as in this case, the Wife dies before the husband, and the annuity is not raised, the words within inverted commas may be entirely omitted.

POWER of ENTRY & DISTRESS [upon s^d. Heredit^s [& Prem^{es}] by s^d. R. Styles, for the Recovery of s^d. Sum accordingly, in case the same should be unpaid for 21 Days after the same should become due as a/s^d. ;— AND after the dece^e. of s^d. R. Styles, & in the mean time subject thereto,—

TO THE USE of s^d. Finch & Dodd, their Ex^{ors}, Adm^{ors}, & Ass^e. for the term of 500 years, to be computed from the dece^e. of s^d. Jos. Styles, sans waste; AND subject thereto,

TO THE USE of the first Son of s^d. Jos. Styles on the body of his s^d. Wife lawfully begotten, & the Heirs-male of such son lawfully issuing;—AND in default of such issue,—

TO THE USE of the second, & other Son & Sons of s^d. Jos. Styles, on the body of s^d. R. Styles lawfully begotten, & the Heirs-male of such Sons respectively lawfully issuing, the eldest always to be preferred before the younger of such Son & Sons;—with Rem^r.

TO THE USE of all & every the Daū^r. & Daū^r. of s^d. Jos. Styles, on the body of s^d. R. Styles lawfully begotten, equally, as Tenants in Common, & the heirs of their respective bodies lawfully issuing;—AND in case all such Daū^r. should die without leaving lawful issue, or for want of such Issue, then,—

TO THE USE of the Heirs & Ass^e. of s^d. Jos. Styles for ever.

DECLARATION & AGREEMENT, “That the s^d. term of 500 years hereinbefore limited in use to the s^d. Jos. Finch & Geo. Dodd. their Ex^{ors}, Adm^{ors}, & Ass^e. is so limited, UPON TRUST, & to, & for the ends, intents,

& purposes, & under & subject to the provisoēs hereinafter declared or expressed concerning the same, that is to say, UPON TRUST, that in case there shall be one or more Child or Childⁿ. of the s^d. Jos. Styles, on the body of the s^d. Ruth Styles his wife to be begotten, (other than & besides an eldest or only son,) they the s^d. J. Finch & G. Dodd, & the surv^r. of them, & the Exōrs, & Admōrs of such surv^r., & their & his Assigns, do & shall, after the dec^e. of the s^d. Jos. Styles, & R. his Wife, by Demise, Mortgage, or Sale or other disposition of the several Messēs, Lands, Ten^t. & Herēdits. comp^d. in the s^d. term of 500 years, levy & raise such sum or sums for the Portion or Portions of such Child or Children as are next hereinafter ment^d. (that is to say,) —in case there shall be but one such Child,—the sum of £3,000, of lawful money of Great Britain, for the Portion of such Child (whether son or daū^r.) ; & in case there shall be two such younger children & no more (whether sons or daū^r.) , then, the sum of £5,000, of such lawful money, for the portion of such two childⁿ. ;—and in case there shall be three or more such younger childⁿ. , (whē^r. sons or daū^r.) , then, the sum of £9,000, of like lawful money, for the portions of such three or more children ; which s^d. sum or sums so to be raised for the portions of such younger child or childⁿ. shall be paid & payable, & become a vested Interest in such child or children res'ply, or in or to any one or more of them, exclusively of the other or others, of them, or in or to his, her, or their Issue, at & upon such ages, days, or times, & in such shares & proportions, & subject to such charges, provisoēs, condōns, & limōns over, to, among, or in favor of any one or more or other or others of them, & in such manner and form in all respects as the s^d. Jos. Styles, at any one, or more time or times, & from one time to time, by any deed or deeds, or

writing or writings to be by him sealed & delivered in the presence of & attested by two or more credible witnesses, or by his last Will and Test^t. in writing to be signed & publ^d. by him in the pres^{ce}. of & attested by three or more credible Wit^t., shall, either abov^e. or with or without power of Revocation & new appointment, direct or appoint;—And in default of such direction or appointm^t., then IN TRUST to pay, apply, or dispose of the s^d. sum of £3,000, unto such you^r. child, or (as the case may be) the s^d. sum of £5,000, or £9,000, between or amongst such you^r. children, share & share alike; such portion, or respective portions, or shares, to be & become a vested interest, or vested interests, & be paid & payable to him and them respectively, at the age & times following, that is to say, the share or shares of such of them as shall be a son or sons, at his or their age, or respective ages of 21 years; & the share or shares of such of them as should be a daughter or daū^r., in her or them, at her or their age, or respⁱve ages of 21 years, or day or respⁱve days or Marriage, whichsoever shall first happen, & to be paid to him, her, or them resp^{ly}, at the same age or times, in case the same shall happen after the dece^e. of the surv^r. of them the s^d. Jos. Styles & Ruth his wife; but in case any of such you^r. childⁿ., being a son or sons, shall attain his or their age, or respⁱve ages of 21 years, or being a daū^r. or daū^r., shall attain that age or be married in the life-time of them the s^d. Jos. Styles & Ruth his wife, or of the surv^r. of them, then the pay^t. of his, her, or their share or shares shall be postponed until after the decease of the surv^r. of them the s^d. Jos. Styles, & R. his wife, unless they the s^d. Jos. Styles, and R. his wife jointly during their lives, or the surv^r. of them, after the dece^e. of the other of them; shall, by any writing under their, his, or her

Hands & Seals, or Hand & Seal, direct the same or any part thereof to be sooner raised & paid; AND in case any or either of the s^d. sums or any part thereof shall be so raised in the life-time of the s^d. R. Styles, then the same shall be raised—subject in all respects to the Annuity, or annual sum of £200 so limited to or IN TRUST for the s^d. R. Styles, as hereinbefore is ment^d:”—

PROVISO for cesser of the term on Performance of the trust;—

PROVISO for survivorship between the younger children;—

PROVISION for their Maintenance and Education until they should resp'y attain [the age of] 21 [years];—

POWER for the Trustees to raise any part not exceeding one third of the presumptive Portions of such younger children for their advancement;—

POWER of LEASING all, or part of s^d. Heredit^s [& Prem^{es}] for any term not exceeding 21 years, at the most improved Rents, & without Premium or Fine;—

PROVISO & DECL^N & AGREEMENT, (a) “That in case the s^d. Trustees or any or either of them, or any other Trustee or Trustees to be appointed, under these Presents, in their or his stead, should die, or become incapable or unwilling to act in the afo^d. Trusts, before the same shall be fully executed & performed, then & so often as the same shall happen, it shall & may be lawful for the s^d. Jos. Styles & Ruth his Wife, & the Surv^r. of them, & after their dece^d, for the s^d. Trustees, or the Surv^r. of them, & for the last or only acting Trustees or Trustee for the time being under these

(a) This clause is concisely abstracted, post

Presents, or his Exōrs or Admōrs, by any Deed or Writing under their, his, or her Hands & Seals or Hand & Seal to be attested by two or more credible witnesses, to nominate & appoint any fit person or psōns to supply the place or places of the Trustee or Trustees resp̄ly so dying, or becoming incapable or unwilling to act as afs^d.; AND that immed^y. after every such Apptm^t., the s^d. Trust-estates, Monies, & Premēs, shall be forthwith conveyed, assigned, & transferred, so & in such manner as that the same shall vest in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or in such new Trustee or Trustees solely, as the case shall or may require, subject to the aforesaid Trusts; AND that such new Trustee or Trustees shall exercise all & singular the powers & authorities hinbef^ment^d. in the same manner to all Intents & Purposes whatsr. as if he or they had been originally appointed a Trustee or Trutees by these Presents in the stead of him or them in whose place or places he or they shall be so substituted:”—

PROVISO for the reimbursement of Trustees, & for the indemnity of Trustees & Persons paying them Monies under the aforesaid Trusts,—

COVENANT by s^d. Jos. Styles, for himself, his Heirs, Exōrs, & Admōrs, with s^d. Batt & May their Exōrs, Admōrs, & Ass^s.,—That he was lawfully seised,—

Had full power to convey, in manner afs^d.,—

For peaceable Enjoyment,—

Free from Incūmb^{ts}., except s^d. Indre of Lease (a).

(a) If it be of a deed previously abstracted say, “the before abstr^d. Indre of the—day of—, 17—(p.—)”

For further Assurance;—

EXECUTED by all Part^s., & att^d. by 2 Witn^e.

17 April, John, Son of J. & R. Styles, was born at Wake (a).

1790. CERTIFICATE of his Baptism at Wake afores^d. (a)

3 October, Robert—second Son of s^d. Jos. & R. Styles, was born.

1771. CERTIFICATE of his baptism.

7 January, Ann—Daughter of Jos. and R. Styles, was born.

1792. CERTIFICATE of her Baptism.

19 Aug. THE SAID Tho^e. Batt died.

1796. CERTIFICATE of his burial at, &c. (a).

5 & 6 BY INDENTURES of LEASE & RELEASE [of these Sept. 1796 dates,]—(endorsed on the last abst^d. Sett^t.—the Rôle Attested made between—The s^d. George May, of the first part, Copies. —The s^d. Jos. Styles & Ruth his wife, of the 2^d. part, & Rob^t. Drew, of No. 12, Pall-Mall, in s^d. Cov. of Middlesex, Esq^r., of the 3^d. part,—after

RECITING, that in & by the last abst^d. Sett^t. it was declared & agreed,—That, &c. (*stating the power precisely as in the last page*);—

AND RECITING the Death of s^d. Batt:—

AND ALSO RECITING, that s^d. Styles & Wife had chosen s^d. Drew to be a Trustee of s^d. Sett^t. in the Stead of s^d. Batt,—

IT IS WITNESSED, that, by virtue & in exercise of the Power or Authority given or reserved to them s^d. Jos. Styles & [R. his] Wife for that purpose by the before abst^d. Sett^t. They s^d. Jos. Styles & [R. his]

(a) It is desirable that it should be stated, when practicable, where the births occurred, and in what place these registers can be found.

Wife by the now abst^d. Iñdre, Did nominate, substitute, & appoint the s^d. Drew to act in, & execute in conjunction with s^d. May the sev^l. Trusts so reposed^d in them Batt & May in & by s^d. abst^d. Sett^t. as afs^d ;—

AND IT IS ALSO WITND., that for the purpose of vesting the Messēs, Lands, & Herēdits hereinafter ment^d. in s^d. Drew jointly with s^d. May, & in pursu^{ce}. & for the purposes of s^d. abst^d. Sett^t. ;—And in coñson of 10^o. to s^d. May paid by s^d. Drew, HE s^d. May by the dirōn & apptm^t. of s^d. Jos. Styles & [R. his] Wife, [testified as thin ment^d.,] Did bargain, sell, & release, relinquish, & quit claim unto s^d. Drew (in his actual possōn &c.,) & to his Heirs,—

“ ALL & Singular the Messēs, Lands, Tent^s., Advowson, Pew, Vault, Tithes & Herēdits, whatsoever comprised in the within written Iñdre” (being the before abst^d. Settlement,) “ & granted & released, or otherwise conveyed or assured unto, or vested in them s^d. T. Batt & G. May by the s^d. Iñdre of Sett^t.;”—

Tog^r. with all Houses,—Appūrts, &c.—

AND the Reversion, &c.—

AND all the Estate, &c.—

TO HOLD the same unto s^d. Drew, & his Heirs,—

TO THE USE of s^d May & Drew, & their Heirs, UPON & for such & the same Intents & Purposes, & under & subject to the same Powers, Provisoes, Declōns, & Agreem^t., as were cont^d. or decl^d. in s^d. abst^d. Settlem^t. or such & so many of them as were then subsisting & capable of taking effect ; So & in such manner, & for the Intent & Purpose, that they s^d. May & Drew, & the Survivor of them, & the Heirs of such Surv^r., & their or his Ass^s., might be enabled to perform & exe-

... cute [all & every] the Trusts, & exercise the same Powers & Autho^r. in all things as if their names had been originally inserted jointly in s^d. ab^t^d. Settl^t ;—

“ SIGNED, SEALED, & DELIVERED by the s^d. Jos. Styles & Ruth his wife, in the presence, of ”—2 Wit^s, &

EXECUTED by s^d. Drew & duly attested.

9 February Thomas, third Son of s^d. Jos. & Ruth Styles, was born.

CERTIFICATE of his Baptism,

8 October, THE SAID Ruth Styles died,
1722. CERTIFICATE of her burial,

9 June, THE SAID Ann Styles, Daū^r. of said Jos. & Ruth Styles, died.—

CERTIFICATE of her burial.—

10 Jan. BY INDENTURE of BARGAIN & SALE [of this date],
1823. made between—The s^d. George May & Rob^t. Drew, of the first part,—The s^d. Joseph Styles of the 2d. part,—The s^d. John Styles of the 3^d. part,—Tho^s. Sims, of No. 6, Chancery Lane, London, Gent^a. of the 4th. part, —& Rob^t. Lock, of, &c. Gent^a. of the 5th. part;—after RECITING the before abst^d. Articles (p. 103), & Settlement (p. 106); (a)

AND RECITING, that s^d. John Styles was the eldest son of s^d. Jos. Styles by s^d. Ruth Styles, who had some time then since departed this life ;—

(a) This reference should be to the page where the date of the Deed appears; but the references to other parts of the Deeds should be to the page where each particular part is to be found.

AND ALSO RECITING that s^d. John Styles having then lately attained his age of 21 years, & that a Marr^e. having then been agreed upon by him, he [s^d. John Styles] was desirous of suffering a common Recovery of s^d. Herèdits [& Premès] for the purpose of destroying all Estates-tail therein, & all Remainders & Reversions thereupon expectant, & all Conditions & collateral Limitations—affecting the same Premises, & also for the purpose of settling s^d. Herèdits [& Premès] upon his intended Wife & the Issue (if any) of s^d. int^d. Marr^e. & that s^d. Jos. Styles had therefore, at the request of him s^d. John Styles, agreed to concur in such assurance;—

IT IS WITNESSED, that for the purpose of destroying all Estates-tail of & in s^d. Herèdits [& Premès], & all Remr^s. & Revoñs expect^t. thūpon, & all Condōns & collateral Limōns (if any) affecting the same, & also for conveying & assuring the same Herèdits [& Premès] to, upon, & for the Uses, Trusts, Intents & purposes thereafter exp^d. concerning the same;—AND in consón of 10s. to s^d. May & Drew p^d. by said Sims, They s^d. May & Drew at the request & by the dirōn as well of s^d. Jos. Styles as of s^d. John Styles ([testified as therein ment^d.]) DID grant, bargain, sell, alien & release:—And s^d. Jos. Styles, & John Styles in Consón of 10s. to each of them also paid by s^d. Sims, DID & each of them did grant, bargain, sell, alien, release & confirm, unto s^d. Sims (in his actual possón then being &c.), & to his Heirs,

THE Parcels desc^d. in the before abst^d Indres of the 22^d & 23^d July, 1792 (p. 106);—

Tog^r. with all Houses, &c.— Commons & Rights of Com^a., &c.—

AND the Reversion, &c.—

AND all the Estate, &c.—

TO HOLD the same unto & to the use of s^d. Sims,
& his Heirs.—

TO THE INTENT that he [s^d. Sims] might become a perfect Tenant of the immediate Freehold of s^d. Herédis [& Premés] in order & to the end that one or more [good &] perfect common Recovery or Recov^r. with double or more voucher or vouchers might forthwith be suff^r. thōf:—

DECLARATION & AGREEMENT, that it should be lawful for s^d. Lock or some other person as Demandant, before the end of the then present Hilary Term, or in some subsequent Term, to sue forth & prosecute against s^d. Sims one or more Writ or Writs of entry *sur disseisin en le post*, thereby demanding s^d. Herédis [& Premés] against s^d. Sims (*by the particular description, if one be given in the Deed, if not*) by such apt Namee & descriptions as should be sufficient to comprise & pass the same, according to the usual course in such cases:—

DECLARATION & AGREEMENT, that such Recovery or Recov^r. when perfected, & all other common Recovery & Recov^r. & other insur'ces in the Law what^r., theretofore, or to be thereafter suffered & executed of s^d. Herédis [& Premés], or any part thereof, by or between s^d. part^r. to the now absts. Indre, or any or either of them, should Be & Enure,—

TO THE USE & behoof of s^d. Sims, his Heirs & Ass^r., for ever:—

EXECUTED by all the parties, & duly att^d. & INROLLED in [His Majesty's High Court of] Chancery, on the 23^d Jan^r., 1812.—Roll 320 (a)

(a) Or, “*Inrolled* in the Court of Common Pleas at Westminster, in Hil. Term. 52 Geo. 3.—Roll 840.”

Or, if the lands are situate in a register county, “*Registered*

Hilary Term 52 Geo. 3. (1812.) EXEMPLIFICATION of a Common Recovery [sur conuance, &c. (a)], wherein s^d. Lock was Demandant, —s^d. Sims Tenant,— & s^d. Jos. Styles first Vouchee,— & s^d. John Styles second Vouchee, of,—

FOUR Messes, 20 Outhouses, 10 Stables, 10 Coach-houses, 2 Pews, 2 Vaults, 5 Granaries, 10 Yards, 10 Bartons, 10 Gardens, 4 Orchards, 4 Paddocks, 200 Acres of Land, 200 Acres of Arable, 200 Acres of Meadow, & 200 Acres of Pasture, 150 Acres of Down, & 150 Acres of Furze & Heath, 150 Acres of Glebe Land, with the Appurts; AND ALSO Common of Pasture for all manner of Cattle, in the parish of Wake, in Kent. AND ALSO the Advowson of the Rectory, or Parish Church of Wake aforesaid— AND ALSO all Titles, Oblations, & Obventions, causing & renewing within the Manor or Lordship of Wake aforesaid.

11 & 12 BY INDENTURES of LEASE & RELEASE [of these dates], the latter made betw.—The said Thos. Sims of the 1st, part,—The said John Styles of the 2nd. part,—John Bird, of Cheltenham, in the Co^y. of Gloucester, Esq., of the 3^d. part,—Lucy Bird, of the same place, Spinster (Dau^r. of s^d. J. Bird,) of the 4th. part,—Wm. Wise & Thos. Dark, both of, &c. (b), Esq^r., of the 5th part,—& the Rev^d. Cha^s. Read, of, &c., Clerk, & Philip Bragg, of, &c., Gent^r. of the 6th. part,—after

in the Register Office of the county of Middlesex, on the 31st day of January, 1812.—Book 4, p. 12.”

(a) Or, “ of a Recovery sur disseisin, &c.”

(b) As the giving of parties additions will tend to increase the size of this work without answering any good purpose, they will be designedly omitted, except in cases where it may seem desirable to state them.

RECITING the before abst^d. Articles (p. 103) & Settlem^t. (p. 106);

AND RECITING, that s^d. Jos. Styles had issue by s^d. Ruth Styles, dec^d., namely, s^d. John Styles, Rob^t. Styles, Ann Styles, dec^d. & Tho^s. Styles;—

AND ALSO RECITING the last two abst^d Iñdres (pp. 115, 117), & Recovery (p. 120);

AND ALSO RECITING, that a Marriage was then intended to be shortly had & solemn^d. between s^d. John Styles & Lucy Bird, & that upon the treaty for such Marr^e., it was agreed that the Herèdits [& Premès] therein [& hereinafter] desc^d., should be settled, To the Uses, upon the Trusts, & for the Intents & Purposes hereinafter mentioned;

IT IS WITNESSED, that in consōn of 10s. to said Sims paid by s^d. Wise and Dark, at the request of s^d. John Styles, He s^d. Sims, by the dirōn of said John Styles [testified as therein ment^d], Dm grant, bargain, sell, alien & release:—AND s^d. John Styles, as well in consōn of s^d. int^d. Marr^e. as also [of the sum] of £10,000 agreed to be paid by s^d. John Bird to s^d. John Styles upon the solemⁿ. thereof, as the marr^e. Portion of s^d. L. Bird; AND for making a provision for her, s^d. L. Bird, in case s^d. int^d. Marr^e. should take effect, & for the issue (if any) of such Marr^e.—He s^d. John Styles Dm grant, bargn., sell, alien, release & confirm, unto s^d. Wise & Dark (in their actual possōn then being &c.), & to their Heirs & Ass^s.—

THE Parcels comp^d. in the last abst^d. Iñdre (p. 118,) (a),

(a) If there should have been any change of occupancy in the meantime, add—“which were then in the occōn of A.B.” or, “partly in the occōn of s^d. J. Styles and partly of A.B.”

TO^r. with all Houses, &c.—Common, & Rights of Comⁿ., &c.

AND the Reversions, &c.

AND all the Estate, &c.

TO HOLD the same unto s^d. Wise & Dark, & their Heirs,—

[TO THE USES, upon the Trusts, & for the several intents & Purposes, & under & subject to the sev^l. Provisoes, Limōns, Declōns, & Agree^s. following, viz.]

TO THE USE of s^d. John Styles, & his Heirs, untils^d. int^d. Marr^e. should take effect;—AND after the solemnⁿ. thereof,—

TO THE USE of s^d. John Styles, & his Ass^e., during his life, sans waste;—AND in case of the determōn of that Estate in his life-time, then,—

TO THE USE of them s^d. Wise & Dark, and their Heirs, during the life of s^d. John Styles, IN TRUST to preserve the conting^t. Remⁿ. thinafter lim^d. [from being defeated or dest^d.] but nevertheless to permit [& suffer] s^d. John Styles, & his Ass^e., to receive [& take] the Rents and Profits of s^d. Herēdits [& Premēs] during his life; AND after his dec^e., then,—

TO THE USE, INTENT & PURPOSE, that, in case s^d. Lucy Bird should survive him [s^d. John Styles], she s^d. Lucy Bird, & her Ass^e. should [& might], after his dec^e., have & receive to her own use, one annual Sum, or yearly Rent-charge of £500, during her life; Which sum was to be issuing out of, & charged, & chargeable upon s^d. Herēdits [& Premēs] & payable to her [s^d. L.

Bird] & her Ass^t. by equal quarterly pay^ts. &c.
[Here read *mutatis mutandis, as in a similar clause, ante, p. 109.*]

POWER of ENTRY & DISTRESS by s^d. Lucy Bird, & her Ass^t., for the recovery of s^d. Sum accord^y. in case the same should be in arrear for 21 Days after it should become due as afs^d. ; AND subject thereto,—

TO THE USE of s^d. Read & Bragg, their Ex^tors, Adm^trs, & Ass^t., for the term of 500 years, to be computed from the dec^e. of s^d. John Styles, sans waste ; AND subject thereto, & to the before ment^d. term of 500 years (pa. 110),—

TO THE USE of the first, or only Son of the body of s^d. John Styles on the body of his s^d. int^d. Wife lawfully begotten, & the Heirs-male of such Son lawfully issuing ;—AND in default of such Issue,—

TO THE USE of the 2^d., 3^d., 4th., & all & every other Son & Sons of the body of s^d. John Styles on the body of his s^d. int^d. wife lawfully begotten, severally, success^y. & in Rem^r. as they should be in seniority of age [& priority of birth], & the r^{esp}ive Heirs-male of the bodies of such Sons lawfully issuing ;—AND in default of such Issue,—

TO THE USE of all & every the Dau^r. & Dau^r. of s^d. John Styles on the body of his s^d. int^d. wife lawfully begotten, equally, as Tenants in Common, & the several Heirs of their r^{esp}ive bodies lawfully issuing ;—But, if there should be but one such Dau^r., then—

TO THE USE of such only Dau^r. & the Heirs of her body lawfully issuing :—AND if there should

be more than one, & any or either of them should happen to die without leaving lawful Issue of his or their respive bodies, then as well as to her or their original as accruing share or shares,—

TO THE USE of the Surv^r. or Surv^r. of such Dau^r. or Dau^r. if more than one, equally, as Tenants in Common, & the respive Heirs of their bodies lawfully issuing;—And if [there should be] but one, then,—

TO THE USE of such only surviving Dau^r. & the Heirs of her body lawfully issuing;—And in default of such Issue,—

TO THE USE of such person or psōns, for such Estate or Estates, Interest or Int^r. & for such Ends, Intent^s, & Purposes, & upon such Trusts, & charged, & chargeable in such manner, & subject to such Powers of Revōcon, & new Apptm^t. & other Powers, Provisoes, Declōns, & Agree^s. as s^d. John Styles from time to time, & at any time or times, should by any Deed or Deeds, Writing or Writings with or without Power of Revōcon, by him sealed & deliverd in the presence of, & attested by two or more credible Witnesses, or by his last Will & Test^t. in writing, or any Codicil or Codicils thereto by him signed, sealed & published in the presence of, & attested by three or more credible Witn^s. should from time to time limit, direct, or appoint give or devise the same; And for want of & until such Limōn, Dirōn, or Apptm^t. Gift or Devise, & as to so much & such parts of s^d. Heredit^s. [& Prem^s] whereof no such Limōn, Dirōn, or Apptm^t. Gift or Devise, should be effectually made, & in case any such could not be made, then, subject thereto, & when & so often as the Estates or Interests thereby limited should resp^y determine,—

TO THE USE of s^d. John Styles, his Heirs & Ass^s. for ever ;"

DECLARATION, that s^d. term of 500 years, created by the now abst^s. Indre, was so limited to s^d. Read & Bragg, UPON TRUST for raising portions for the younger Child^s. of s^d. int^d. Marriage ;

PROVISO, that such Portions should be vested Interests in the you^r. Sons of s^d. int^d. Marr^e. at [the age of] 21 [years], & in Dau^r. at that age or day of Marr^e., whichs^r. should first happen ; but that the same should not be paid till after the decease of s^d. John Styles & his s^d. int^d. Wife, unless they, or the Surv^r. of them should direct the same to be sooner raised & paid ;

PROVISO for Survivorship between such younger Children ;

PROVISION for their Mainten^{ce}. & Educ^{on} until they should respively come of age ;

POWER for the Trustees to raise & pay any part not exceeding $\frac{1}{4}$ ^d of their presump^e. Portions for their Advancem^t. ;

PROVISO, that the Sums so advanced should be consid^d. as part of the portions of the Children for whom they should be respively raised ;

PROVISO, that Sums adv^d. to such Child^s. by s^d. John Styles should be consid^d. as part of their Portions ;

PROVISO for Cesser of the last ment^d. Term when the Trusts thereof should be fully performed :

COVENANT by s^d. John Styles, to keep down the Int^t. of Sums raised by Mortgage for Child^s. Portions, in case of a deficiency in the Rents of s^d. [Herédis &] Prem^{es} ;

GENERAL POWER of LEASING [all or any part of s^d. Heredit^s [& Prés] for any Term not exceeding 21 years, at the most imp^d. Rents, & with^t. Premium or Fine :]

GENERAL POWER of EXCHANGING [all or any part of the same Prem^{es} for other estates of greater value, & for settling the same To the Uses, upon the Trusts & for the Intents & Purposes afs^d.] with an Indemnity to persons making such exchange ;

POWER of APPOINTMENT of new Trustees [with a clause for their Indemnity & [for the indem^v.] of persons paying them Monies under the afs^d. Trusts] ;

COVENANT by s^d. John Styles, for himself, his Heirs, Ex^{ors}, & Adm^{ors}, with s^d. Wise & Dark, their Ex^{ors}, Adm^{ors}, & Ass^t.—That he & s^d. Sims were, or one of them was, lawfully seised,—

Had full power to convey, in manner afs^d.—
For peaceable enjoyment,—

Free from Incūmbs, except the Term of 500 years, created by the hiñbefe abet^d. Indre of the 23^d of July, 1802 (a),

(a) Or, more comisely, when no other term of the same description is referred to—"except the s^d. Term of 500 years.'

Or, "except a certain Indre, dated the — of — 17—, & made between &c. whby in coñson of £—, an Anñy of £— was secured to be paid to G. R. of &c. Gent, during his life (then aged 68) & who died on the — of — 17—." Or, "whby a Garden, which now forms part of the s^d. close called 'Bean Croft,' with a cottage, which ormerly stood thon, was demised unto G. R. for the term of 1000^d years by way of mortgage, for securing the Sum of £— & Int^t., which has long since been fully paid, but which s^d. Term is still outstanding."

For further assurance;
EXECUTED by all part^r. & att^d. by 2 Wit^r. &
RECEIPT for £10,000 end^d. & signed by s^d
John Styles, but not witn^d.

8 January, THE SAID intended Marriage was solemn^d. between
1826. s^d. John Styles & Lucy Bird.
CERTIFICATE thereof.

13 August THE SAID Joseph Styles died.
1830. CERTIFICATE of his burial.

4 March, BY INDENTURE of ASSIGNMENT, [of this date] made
1837. between—The s^d. Ja^r. Finch & Geo. Dodd, then of &c.
Esq^r. of the 1st. part,—The s^d. Robert Styles, of &c., &
Tho^r. Styles of &c. of the 2^d. part,—The s^d. John Styles
of the 3^d. part, & Cha^r. Crane, of &c., Gentⁿ., of the
4th. part;—after

RECITING the before abst^d. Articles [of the 16th.
June, 1820] (p. 103);—

AND RECITING, that the then int^d. Marr^e. be-
tween s^d. Jos. Styles & Ruth Biles took effect [shortly
after the date of such articles];

AND ALSO RECITING the before abst^d. Indres
of the 22^d. & 23^d. of July, 1822 (p. 106), and
parl^rly the power for raising portions for younger
Children, therein cont^d. & hinbefore abst^d.—(p.
112);

AND ALSO RECITING, that s^d. Jos. Styles
had Issue by s^d. Ruth Biles, [three Sons & one
Dau^r.] namely, s^d. John Styles, Rob^t. Styles, Ann
Styles, (then dec^d.) & Tho^r. Styles;

AND ALSO RECITING, that s^d. Ann Styles departed this life on the 9th. of June, 1819;

AND ALSO RECITING the before abst^d. Iñdre [of Bargain & Sale] of the 10th. of Jany., 1823 (p. 117);

AND ALSO RECITING the last abst^d. Iñdres of the 11th. & 12th. of Jany. 1827 (p. 120);

AND ALSO RECITING, that s^d. Rob^t. Styles att^d. his age of 21 years on the 3^d. of Oct^r. 1819;

AND ALSO RECITING, that s^d. Jos. Styles dep^d. this life on the 13th of Aug^t., 1829, leaving s^d. John Styles, Rob^t. Styles, & Tho^s. Styles him surviving, & without having in any manner exercised the Power of Apptm^t. of the Portions of the Childⁿ. of his s^d. Marr^e. with s^d. Ruth Byles, cont^d. in the before abst^d. Iñdre of the 23rd. of July, 1822, (p. 106);—

AND ALSO RECITING, that s^d. Rob^t. Styles in or about Michās Term, 1829, exhibited a Bill in the High Court of Chancery against s^d. Finch & Dodd, & s^d. John Styles, for the purpose of having his s^d. Portion, under the before abst^d. Settlement of the 23^d of July, 1822, raised & paid, in pursu^{ee}. of the Power therein cont^d., together with his Costs of Suit, by Demise, Mortgage, or Sale of s^d. abst^d. Herēdits [& Premēs] comp^d. in such Settlem^t. & the term thereby created for raising & paying the same, or of a sufficient part thereof, & that all proper parties might be decreed to join in such Demise, Sale, or Mortg^e. [as by the same Bill would appear];

AND ALSO RECITING, that s^d. Défts, being served with Process for that purpose, appeared & put in their several Answers to the s^d. Bill;

AND ALSO RECITING, that s^d. Tho^s. Styles attained his age of 21 years on the 9th of Feby., 1823, & had applied to s^d. Court for leave to make

himself a Co-plaintiff with s^d. Rob^t. Styles to s^d. Bill;

AND ALSO RECITING, that by a Decree or Decretal Order of s^d. Court made on the 3^d of April, 1831, It was ordered that s^d. T. Styles should be made a Co-plaintiff with s^d. R^t. Styles in s^d. Cause, & that s^d. R^t. Styles should amend his s^d Bill accordy;

AND ALSO RECITING, that s^d. Défts, being again served with process for that purpose, appeared & put in their several Ans^r. to such amended Bill; & s^d. Cause being at Issue, came on to be heard before the Master of the Rolls, on or about the 9th of June, 1834, who ordered & decreed it to be referred to Mr. W. B., one of the Masters of the s^d. Court, to take an acc^t. of what was due to the s^d. Rob^t. Styles & T. Styles for Princ^l. & Int^t. at, & since the death of s^d. Jos. Styles, under the before abstd. [Indre of] Sett^t., of the 23^d. of July, 1822, (p. 106); & to tax their Costs :—AND it was also ordered & decreed, that what should be reported to be due to s^d. Rob^t. Styles & T. Styles for Princ^l., Int^t., & Costs as afs^d. should be raised by Sale or Mortg^e. of the Prem^{es}comp^d. in s^d. Term of 500 years, created by s^d. abstd. [Indre of] Sett^t., of the 23^d. of July, 1822, or a sufficient part thereof, with the approⁿ. of s^d. Master, & all proper Parties were to join in such Sale or Mortg^e. as s^d. Master should direct ;—AND out of the Monies to arise by such Sale, it was ord^d. & decreed, that what should be reported to be due to each of them s^d. Rob^t. Styles & T. Styles for Princ^l., Int^t. & Costs as afs^d., should be paid to them resp^{ly} accordingly;

AND ALSO RECITING, that s^d. Master by his Report made in s^d. Cause, bears^r. date the 24th. day of January then last past, certified that there was then due to s^d. Rob^t. Styles for Princ^l. & Int^t. under

or by virtue of s^d. abst^d. [Indre of] Sett^t. of the 23^d. of July, 1822, (p. 106,) the sum of £3,265, & to s^d. T. Styles under or by virtue of the same Indre the sum of £3,221;

AND ALSO RECITING, that, in order to prevent the same several sums being raised out of s^d. Heredit^s [& Prem^s], he s^d. John Styles, with the consent and approb^a. of the s^d. Master, had agreed to pay off the same out of his own private Monies, & to take such assignment of the s^d. term of 500 years as thin & hereinafter ment^d.;

AND ALSO RECITING, that the costs of s^d. R. Styles & T. Styles in s^d. Cause, had been taxed & settled by their Clerks in Court on both sides at the sum of £136 : 10s. 11d., which had been paid by s^d. John Styles to the Sol^r. for s^d. R. Styles & T. Styles, as they s^d. R. Styles & T. Styles did thereby acknowl^e.

AND ALSO RECITING, that s^d. Master had perused & approved of the nowabsts^s. Indre, [engrossed on 2 skins of parch^t.,] & in testimony of his approb^a of the same, had set his name in the margin of the 1st, & his name & allow^{ee}. in the 2^d. skin thof: (a.)

(a) Sometimes the Documents referred to in Recitals cannot be conveniently introduced in the order of the date, and their introduction might serve to interrupt rather than assist the mind. Whenever this is the case, it will be better to insert them altogether at the end of the abstract of the particular deed containing them, under some such note as the following:—

“ The following Documents are adduced in support of the facts recited in the last abstracted Deed [or, ‘ last men-

IT IS WITNESSED, that in consōn [of the sum] of £3,225 to s^d. R. Styles, & [of the sum] of £3,261 to s^d. T. Styles then paid by s^d. John Styles, (the Rec^t of which s^d. 2 several sums, & that the same were in full for the Portions of them, s^d. R. Styles & T. Styles, resp̄ly, under the last ment^d. Sett^t. & so directed to be raised as afs^d. they s^d. R. Styles & T. Styles did by the now abst^s. Indre sev^y. ackn^c.,) THEY s^d. Finch & Dodd by the dirōn of s^d. R. Styles, & T. Styles, & on the nominōn of s^d. John Styles, [testified as therein ment^d.] DID, & each of them DID, bargain, sell, assign, transfer, & set over:—AND s^d. R. Styles, & T. Styles, (so far as they, either at Law or in Equity, could or might,) DID bargain, sell, assign, transfer, & set over unto s^d. Crane, his Exōrs, Admōrs, & Ass^s.—

THE PARCELS afs^d. (p. 107),—being the Herēdits [& Premēs] comp^d. in s^d. abst^s. [Indre of] Sett^t.

tioned Pedigree of the Styles family ') copied from a Report in the Master's Office 'In Re John Styles, a Lunatic.' "

1 March, CERTIFICATE of the Marriage at this date between 1769. &c.

31 May, CERTIFICATE of the Baptism at this date of M. their 1770. daughter.

5 Sept. CERTIFICATE of the Baptism at this date of H. their 1771. other [or, "second "] daughter.

1 May, CERTIFICATE of the Burial of C. D. at this date. 1798.

9 August, EXTRACT from the Master's Report in the cause of 1827. "Styles v. Styles," and in the cause of "Re John Styles, a Lunatic."

12 Nov. DECREE whereby it is ordered &c. 1827. (Setting it out as in the Decree.)

. . . of the 23^d. of July, 1822, & s^d. term of 500 years thereby created,—

To^r, with all Houses,—Appurts, &c.

AND all the Estate, &c.,

TO HOLD the same unto s^d. Crane, his Ex^rors, Adm^rs, & Ass^s., from thenceforth, for all the residue then unexp^d. of s^d. term [of 500 years],— Freed & absolv^d. disch^d. & exon^d. from all & every the Trusts, Powers, Decl^sns, & Agreem^s. in s^d. I^ridre of Sett^s. cont^d. or implied, relative to, or concern^s. s^d. Portions of s^d. R. Styles & T. Styles, or either of them,—

IN TRUST NEVE^rLESS for s^d. John Styles, his Heirs & Ass^s. & to be assigned & disposed of from time to time as he or they should direct or appoint; AND in the mean time to attend the Inh^rance of the same [Her^redit^s &] Pr^remes.

COVENANT (joint & several) by s^d. Finch & Dodd, for themselves, their Heirs, Ex^rors, & Adm^rs with s^d. Crane, his Ex^rors, Adm^rs, & Ass^s.;

That they had done no act to incumber ;—

EXECUTED by all Parties, except s^d. Crane, & duly attested, &

RECEIPTS by s^d. R. Styles for £3,225, & by s^d. T. Styles, for £3,261, endorsed & severally signed & witn^d.

16 May, BY WILL, of this date,—The s^d. John Styles,—after 1840. giving divers specific pecuniary Legacies, but (if so) without charging his Real Estate with the paym^t. thereof, & directing the same to be paid out of his Pers^r.

Estate, (a)—Did, by force & virtue, & in exercise of the Power or Authority given or reserved to him in & by the last abſt^d. Indre [of Sett^t. of the 12th. of Jan^y. 1827] (p. 120), & of all other Powers & Autho^r. enabling him in that behalf, direct & appoint, give & devise—

UNTO his Nephew George Styles,

ALL THAT his Estate, Meſſeſs, Farm, Lands, Ten^u., & Herēdits whatſ^r., called "Cliff Hall," then partly in his own occōn & partly of his under-tenants,—

TOGETHER with all appūts thūnto belong^s,

TO HOLD the same unto s^d. Geo. Styles, & his Aſſe^r., during his life; AND after his decease,—

TO his Nephew, Geoffrey Styles, his Heirs & Aſſe^r. for evermore :—

AND s^d. Testōr revoked his former Wills.

EXECUTED & publ^d. in the prēſeſe of, & attēſteſed by 3 wit^s., &, (b)

PROVED by C, D, & E, (the Exōrs thōf,)

(a) *Or*, "after ſpecifically diſpoſing of a part of his Real Estate not the ſubject of this abſtract."

Or, "after giving an ann^y of £— to his wife, and charging the ſame on s^d. abſt^d Prēms, but which bequeſt did not take effect, ſhe having died in his life time."

(b) If the following form of ſtating the death be objec- tionalble, here add—"the testator having died on the 4th Aug^t. 1832,"—or, if brevity be desired, or the period of death be immaterial, it may be omitted altogether, as the Probate is evidence of the death.

See Index for other forms of ſtating this, and when the wills are proved in other courts,

. . . . in the Prerogative Court of Canterbury on the
4th of Dec^r., 1840.

4 August, THE SAID Lucy Styles died.
1842. CERTIFICATE of her Burial at Wake afs^d.

12 & 13 BY INDENTURES of LEASE (a) & RELEASE, [of these
Apl. 1840. dates,] the Release made between—The s^d. Geoffrey
Styles, of &c., Esqr^r., or the first part,—The s^d. Cha^s.
Crane, of the 2^d. part,—Tho^s. Noakes, of Portland Place
Middlesex, Esq., of the 3^d. part,—John Joy, of &c.,
Gent^r., of the 4th. part, & Cha^s. Roe, of &c., Merchant,
of the 5th. part,—after—

RECITING the before abst^d. Indrēs [of Sett^r.], of
the 11th. & 12th. of Janv^r, 1827, (p. 120);

AND RECITING, that s^d. int^d. Marr^e. between
s^d. John Styles & Lucy Bird took effect, and that s^d
L. Styles died on the 4th. of August, 1833, without
having had Issue by s^d. John Styles;

AND ALSO RECITING the last abst^d. Will
(p. 132):—

AND ALSO RECITING, that s^d. Geoff^r. Styles
had contracted with s^d. Noakes, for the absolute Sale
to him of the Rem^r. or Rev^ron of & in s^d. Herédis
[and Prem^res] expect^t. upon, & to take effect in
Poss^ron from and immed^r. after the decease of s^d.
George Styles, so devised to him by the last abst^d.
will as afs^d., free from all incumb^s., at the sum of
£10,000.—

IT IS WITNESSED, that in cons^ron [of the sum]

(a) If the lease for a year be lost, insert in the margin
opposite this part, or at the foot, a note, showing the fact.

of £10,000 to s^d. Geoff. Styles then paid by s^d. Noakes, (the Receipt whereof, & that the same was in full for the absol^e. Purc^e. of the Rem^r. or Revōn of & in s^d. Herēdits [& Prēmes] expect^t. as afs^d. he s^d. Geoff. Styles thereby ackn^d.)—He s^d. Geoff. Styles, DID grant barg^a. sell, alien, release, & confirm unto s^d. Noakes, (in his actual possōn then being &c.,) & to his Heirs,

ALL THAT the Rem^r. or Revōn expect^t. upon & to take effect in Possōn from & immed^y. after the decease of s^d. Geo^e. Styles as afs^d., of & in—

THE PARCELS afores^d.—(as desc^d. in the before abst^d. Indrēs of the 11th. & 12th. of Jan^y., 1827 (p. 120),—which were then in the occōn of T. A. & J. B., or their undert^s.—

AND all Houses &c.,—Common, & Rights of Comⁿ., &c.

AND the Reversion, &c.

AND all the Estate, &c.

AND all Deeds, &c.

TO HOLD the same unto s^d. Noakes, & his Heirs,

TO THE USES, upon the Trusts, & for the Intents & Purposes following, namely,—

TO THE USE of such Persons or Psōns, upon such Trusts, & forsuch Estates & Interests, Intents & Purposes, & with & subject to such Powers, Declōns, & Agreem^a., & so charged & chargeable as s^d. Noakes, or his Nominees or Appointees by any Deed, or other Instrument in writing, to be signed, sealed, & delivered by him in the pres^e. of & att^d. by two or more credible wit^s. or by his last Will & Test^t. or any Codicil thereto, to be resp^{ly} signed, sealed, & delivered by him in the pres^e. of, & att^d. by 3 or more credible wit^s. sho^d

direct or appoint; And in default [or failure] of any such dirōn or apptmt^t, as to the whole or any part of s^d. Herēdits [& Premēs], or any Estate or Int^t. thin, then as to such part thereof of which none sho^d. be made or take effect,—

TO THE USE of s^d. Noakes, & his Ass^e., during [the term of] his nat^t. life, with^t Impeach^t. [or of or for any manner] of waste; AND upon the determin^t of that Estate in his life-time,

TO THE USE of s^d. Joy. his Exōrs, & Admōrs, during the life of s^d. Noakes, but IN TRUST for s^d. Noakes, & his Ass^e. [& to prevent any widow of s^d. Noakes from being entitled to Dower in, or out of s^d. Herēdits & Premēs] (a),—with Rem^r.—

TO THE USE, of the Heirs & Ass^e. of s^d. Noakes for ever:

DEC'LON by s^d. Noakes that no widow of his should be dowable out of s^d. Prēs or any part thōf

COVENANT by s^d. Geoff. Styles. for himself, his Heirs, Exōrs, & Admōrs, with s^d. Noakes his Heirs & Ass^e.,—

That he was lawfully seised,

Had good right to convey, in manner aſt^d.

For quiet enjoyment,

Free from incumbrances, &

(a) Or, “ To the intent, & the s^d. Noakes did thby. expressly declare, that no widow of his should be dowable out of s^d. abſt^d. prēs. or any part thof. Where a separate Declaration is inserted, the words within brackets must be here, of course, omitted.

Since the 8 & 4 Will. c. 105, it is proper to show whether or not the purchaser has executed the deed.

For further assurance :

AND RECITING, that it had been agreed betwⁿ. s^d. Geoff. Styles & s^d. Noakes, that s^d. term of 500 years, created by the before abs^d. [Indre of] Sett^t. of the 23^d. of July, 1822, (p. 106,) & then vested in s^d. Crane as afs^d. should be assigned to s^d. Roe in manner thin & hinafter ment^d. :

AND IT IS ALSO WITNESSED, that for the consⁿs^d. afs^d. & also in consⁿson of 10s. to s^d. Crane paid by s^d. Roe, at the req^t. of s^d. Geoff. Styles,—He s^d. Crane by the dirⁿon of s^d. Geoff. Styles, & on the nominⁿon of s^d. Noakes, [testified as therein ment^d.,] Did bargain sell, assign, transfer & set over unto s^d. Roe, his Ex^rors, Adm^rors, & Ass^r.,—

THE PARCELS last ment^d. (see p. 107),—

To cr. with all Appurt^r. &c, thⁿunto belonging,—

AND all the Estate, &c.

TO HOLD the same unto s^d. Roe, his Ex^rors, Adm^rors, & Ass^r., from thenceforth, for all the then residue of s^d. term [of 500 years],—

IN TRUST nevertheless for s^d. Noakes, his Heirs & Ass^r. & to be assigned & disposed of as he or they should from time to time direct or appoint ; AND, in the meane time, to attend the Inhⁿance of s^d. [Herédis &] Prem^res :

EXECUTED by s^d. G^e. Styles, Crane & Noakes, & duly att^d. &

RECEIPT for £10,000 end^d., signed, & wit^d.

N.B. The lease for a year is lost [*or, if the fact be uncertain, say*—“ the lease for a year not being with the deeds, is supposed to be lost.” see p. 134 n.]

14 August THE SAID George Styles died.

1836. CERTIFICATE of his Burial at Wake afores^d.

23 Decr. 1855. BY INDENTURE, [of this date,] made between the s^d. T. Noakes, of the first part,—The s^d. John Joy, of the 2^d. part,—Mary Webb, of, &c., widow, of the 3^d. part. & Henry Tripp, of, &c., Gent^r., of the 4th. part,—after—

RECITING, that s^d. Noakes was seised in Fee-simple in Poss^{on} of the Herēdits [& Prēs] thin & hinafter ment^d.;

AND RECITING, that s^d. Noakes had cont^d. with s^d. Webb for the purc^e. of an Ann^y., or clear yearly Sum of £250, for the life of s^d. Webb, to be charged upon s^d. Herēdits [& Pramee] & paid at the time & in manner hinafter ment^d., at the sum of £3,300 ;

AND ALSO RECITING, that for better securing the due pay^t. of s^d. Ann^y., he s^d. Noakes had by his Bond or Obligation, bearing even date with the now abste. Ifdre, bound himself, his Heirs, Exōrs, & Admōrs, unto s^d. Webb, her Exōrs, Admōrs, & Ass^r., in the penal sum of £6,600, with a Condōn thūnder written for making void the same on pay^t. of s^d. Ann^y. on the days & in the manner thin & hinafter ment^d.;

AND ALSO RECITING, that s^d. Noakes had ex^ted a certain Warr^t. of Attorney, also bear^s. even date with the now abste. Ifdre, [whereby certain Att^s. of His Majesty's Court of King's Bench were empowered] to confess a Judg^t. [in s^d. Court] against him, in an Action of Debt, [upon the last abste. Bond, at the suit of s^d. Webb, as of Michās Term then last, or in as or of any subseq^t. Term,]

for [the sum of] £3,300, besides his Costs of Suit, but with stay of Execution until default should be made in pay^t. of s^d. Ann^y., or some part thereof, as hereafter mentioned.

IT IS WITNESSED, that in considerⁿ [of the sum] of £3,300, to s^d. Noakes, then paid by s^d. Webb, He s^d. Noakes Do^r, for himself, his Heirs, Ex^rors, & Adm^rors, give & grant unto s^d. Webb, and his Ass^e.—

ONE ANNUITY, or clear yearly Sum of £250 sterling, to be issuing & payable, & rec^d., & taken out of & from, & charged & chargeable upon—

ALL & SINGULAR the Messes, Lands, Ten^t., & Heredit^ts thin & hereafter mentioned, with their resive Appurts;

TO HAVE, HOLD, RECEIVE, PERCIVE, TAKE & ENJOY the same Ann^y. unto & by her s^d. Webb, & her Ass^e., to & for her & their own use & benefit, from the day of the date of the now absts. Indre, [for &] during [the term of] her [natural] life;—Which s^d. Ann^y. was to be payable & paid [in the Common Dining Hall of Lincoln's Inn,] on the 25th. of March the 24th. of June, the 29th. of Sept^r. & 24th. of Dec^r., in every year, clear of all Dedons whatev^r., together with a due & proportionable part thereof for any period which might elapse between the last day of pay^t. preceding the death of s^d. Webb, up to the day of her decease, & the first pay^t. thof was to be made on the 25th. of March then next:

COVENANT by s^d. Noakes, for himself, his Heirs, Ex^rors, & Adm^rors, with s^d. Webb, her Ex^rors, Adm^rors, & Ass^e.,—For pay^t. of s^d. Ann^y. accord^y.

AND IT IS WITNESSED, that for the consôns afs^d., & for more effectually securing the regular payt. of s^d. Ann^y. on the days afs^d., He s^d. Noakes, pursuant to & in exercise of the Powers or Autho^s. to him given or res^d. in & by the last abst^d. Iñdre [of Release, of the 13th. April, 1840,] & [in purs^c. & exercise] of all other Powers or Autho^s. in anywise enabling him in that behalf, & at the request of s^d. Webb, Did absolutely & irrevocably direct, limit, appoint, That—

ALL & SINGULAR the Mansion, Pew, Vault, Advowson, Tithes, Messés, Lands, & Herédits next thin & hinafter desc^d.; with there rēspive Appûrte,—

SHOULD Be & Enure, & that all other Assûrces thereof sho^d. likewise be & enure—

For such Term of years, upon such Trusts, & for the Intents & Purp^s. thin & hinafter expressed concerning the same :

AND IT IS FURTIER WITN^D., that, for the consôns afs^d., & for more effectually conveying & assuring the same Herédits [& Premes] unto s^d. Tripp, his Exôrs Admôrs. & Ass^s., upon the Trusts, & for the Intents & Purposes hinafter ment^d.; And also in consôn of 10s. to s^d. Noakes & Joy paid by s^d. Tripp, THEY s^d. Noakes & Joy, at the request, & by the apptm^t. of s^d. Webb, [testified as therein ment^d.,] Did, & each of them Dm, grant, bargain, sell, demise, & confirm unto s^d. Tripp, his Exôrs, Admôrs, & Ass^s.,—

THE PARCELS afs^d.—as desc^d. in the before abst^d. Iñdres [of Sett^t.] of the 11th. & 12th. of Jan^y, 1827, (p. 120);

Tog^r. with all Houses, &c.—Com^s. & Comⁿ. Rights, &c.

AND the Reversion, &c.

AND all the Estate, &c.

TO HOLD the same unto s^d. Tripp, his Ex^{rs}, Adm^{rs}, & Ass^s, from the day next before the day of the date of the now abst^s. Indre, for the term of 300 years, if she, s^d. Webb, should so long live, sans waste,—

AT the yearly Rent of a pepper corn, [payable if demanded,]

BUT NEVE'LESS upon the Trusts, & for the Intents & Purp^s. hinafter exp^d. concern^s. the same, viz.—

UPON TRUST to permit s^d. Noakes to receive & retain the Rents & Profits of s^d. Herēdits [& Prēs] for his own absolute use & benefit, until default should be made in pay^t. of s^d. Ann^y. as afs^d. ;— AND in case s^d. Ann^y. shall be in arrear for [the space of] 21 days next after any of the days or times thin & hinbefore app^d. for pay^t. thereof, (altho' no demand should have been made thōf,) then,—

UPON FURTHER TRUST to raise & pay the same, together with all costs, damages, & expenses occas^d. by the non-pay^t. thōf, either by receiving & retaining the Rents & Profits of s^d. Herēdits & Prēs], or by demising or mortg^s. the same, or any part thōf, for all or any part of the then residue of s^d. term of 300 years ; AND after pay^t. thereof,—

UPON FURTHER TRUST to pay the surplus (if any) of s^d. Rents or Trust-mo^s, unto s^d. Noakes, his Ex^{rs}, Adm^{rs}, or Ass^s, for his & their own absolute use & benefit :

PROVISO for Cesser of s^d Term [of 300 years] upon

the decease of s^d. Webb, & full pay^t. of all arrears of s^d. Ann^y., & all Exp^t. due in respect thereof;

COVENANT by s^d. Noakes, for himself, his Heirs, Ex^{ors}, & Adm^{ors}, with s^d. Webb, his Ex^{ors}, Adm^{ors}, & Ass^t.,—

That he & s^d. Joy, were, or one of them was lawf^r. seised,—

Had power to appoint & demise as afs^d.,—

For peaceable enjoym^t [except &c., see p. 106]

Free from incumbrances,

For further assurance :

DECLARATION & AGREEMENT, That s^d. Bond & Judg^t. resp^{ly} were intended, & should therefore be used as a Collateral Security only for the pay^t. of s^d. Ann^y. & that neither of them should be enforced, unless s^d. Ann^y should be in arrear for [the space of] 21 days after the days whereon the same would become due as afs^d. & unless the same should not then be duly raised under or by virtue of the afs^d. Trusts ;

DECLARATION & AGREEMENT, That the Receipts of s^d. Tripp, his Ex^{ors}, Adm^{ors}, or Ass^t. for all Monies paid by him or them under or by virtue of the afs^d. Trusts, should be good Disches for so much money as in such Rec^t. should be expressed to be received ;

AND RECITING, that upon the treaty for the purc^e. of s^d. Ann^y. it was mutually agreed by & between s^d. Noakes & Webb, that s^d. Noakes should be at liberty to re-purc^e. s^d. Ann^y. upon giving unto s^d. Webb or her Ass^t. 6 calendar months' notice in writing of his intention so to do, & upon re-paying the sum of £3,300 with all Arrears (if any) of s^d.

• Annuity & all Expenses (if any) which she might be put to in respect thereof:

AND IT IS FURTHER WITN^D., that [for effectuating such agree^t.] & for the coñsons afs^d., IT WAS by the now abst^d. Indre MUTUALLY DECLARED & AGREED by & between s^d. Noakes & Webb,—AND s^d. Webb, for herself, her Heirs, Exōrs, & Admōrs, did thereby cov^t. with s^d. Noakes, his Heirs, Exōrs, Admōrs, & Ass^t.,—That if he s^d. Noakes, his Heirs, Exōrs, Admōrs, or Ass^t., should at any time thrafter be desirous of repurch^g. or extinguish^g. s^d. Annv. & should give unto her [s^d. Webb] 6 cal^r. months' notice thereof, she s^d. Webb, her Exōrs, Admōrs, & Ass^t., would receive s^d. sum of £3,300, tog^r. with all arrears (if any) of s^d. Annv., & all Exp^t. (if any) which she might have been put to in the recovery, or otherwise in respect thereof;—And also would at the req^t. & exp^r. of s^d. Noakes, his Exōrs, or Admōrs, re-assign s^d. Herēdits [& Prēs] unto him or them or to such person or prsōns as he or they should direct or appoint;—And also cancel s^d. Bond, & ackn^e. satisf^r. on Record of the Judgt. which was so to be entered up as afs^d., & also execute any other Assurance that might be requisite for more effectually releasing & extinguishing s^d. Annv., & discharg^r. him s^d. Noakes, his Heirs, Exōrs, Admōrs, & Ass^t., from the pay^t. thereof:

AND FURTHER RECITING, that s^d. term of 500 yaers, created by the before abst^d. Indre [of Sett^t.], of the 23^d. of July, 1822, (p. 106,) was by the last abst^d. Indre, ass^d. to, & then stood vested in s^d. Roe, his Exōrs, Admōrs, & Ass^t., in trust for s^d. Noakes, his Heirs & Ass^t., & for such person or persons as he or they should direct or appoint;

DECLARATION & COVENANT by s^d. Noakes, for himself, his Heirs, Exōrs, & Admōrs, with s^d. Webb

her Ex̄ors, Adm̄ors, & Ass̄.,—That s̄. Roe, his Ex̄ors, Adm̄ors, & Ass̄., should stand possē. of s̄. Term IN TRUST for s̄. Webb, her Ex̄ors, Adm̄ors, & Ass̄. for better securing the paȳ. of s̄. Ann̄. & the re-paȳ. of s̄. sum of £3,300, & subject thereto, & after paȳ. of the same r̄esply, IN TRUST for s̄. Noakes, his Heirs, & Ass̄., or as he or they shō., from time to time, direct or appoint, & to attend the Enhance of s̄. Prem̄es:

“ SIGNED, SEALED, and DELIVERED by the s̄. Thō. Noakes in the pres̄e. of ”—2 wit̄. & EXECUTED by s̄. Webb, & duly attested, & RECEIPT for £3,300 end̄., signed, & witnd.

Same date BY BOND, of this date, under the hand & seal of s̄. Noakes,—He s̄. T. Noakes bound himself, his Heirs, Ex̄ors, & Adm̄ors, unto s̄. Webb, her Ex̄ors, Adm̄ors, & Ass̄.. in the Penal sum of £6,600,—

UPON CONDITION, That if he [s̄. Noakes] his Heirs, Ex̄ors, or Adm̄ors, did & should pay, or cause to be paid unto s̄. Webb, & her Ass̄., during her life, the s̄. Ann̄. or yearly Sum of £250 sterling, when & as the same should become due in purs̄e. of & according to the tenor of the last abst̄. Indre, the same Obl̄on should be void (a).

Same date BY DEED POLL, of this date, under the Hand & Seal of s̄. Noakes, after—

(a) Such securities as this and the next are seldom abstracted after they have been discharged. These forms are therefore given rather as precedents than for their utility to this title.

RECITING the last abſt^d. Indr^e —

HE SAID T. Noakes author^d. A. K. & J. P. Attorneys of the Court of King's Bench, jointly & severally or any other Att^e. of the same Court, to appear for him as of the then next Hilary Term, or some subseq^t. Term in s^d. Court, & then & there to receive a Declⁿ for him in an Action of Debt, upon the last abſt^d. Bond, for the sum of £6,600 & thūpon to confess the same, or to suffer a judgment [by *nihil dicit*, or otherwise,] to pass against him in the same Action to be thūpon entered on Record of s^d. Court, for s^d. sum of £6,600 & Costs of Suit;

AND ALSO for him s^d. Noakes to execute a suff^t. Rel^e. in the Law to s^d. Webb, her Exōrs & Admōrs, of all manner of Errors, & all benefit & advantage thōf, & all misprisions of error, defects, imperfⁿ., & proceedings whaſt. concerning the same Judg^t.

14 July, 1858. BY AN ACT of Parliament made & passed on the 14th. of July, [in the] 22nd. [year of the Reign of Her Majesty Queen] Vic^t. Cap. 9, intit^d. "An Act for "dividing, allotting & enclosing the open Fields, "common Lands, Wastes, and other comable Places "within the sev^t. Parishes of Wake (a)," &c. &c. (as the title is), [after reciting the Preamble, the Clauses appointing the Commⁿ., Umpires & Valuers, describing the boundaries of Counties, the exch^s. & partitions to be effected, the uses of Lands to be exch^d, & the saving of Manorial Rights, & the general saving clause,] full power & authority was given by the 3^d.

(a) Or, more shortly, thus:—"By an Act of Parliament (56 Geo. 3, c. 39), intituled," &c, (as above).

Sec. thereof to [George Hooper, William Alexander, & Thos. Williams,] the Comm^{rs}. therein named, to divide, allot, enclose & lay in severalty certain open Fields, common Lands, wastes & other cōmble Places within s^d. parish of Wake, &c. (a), for & in lieu^z of certain common Rights then held, exercised & enjoyed by the Inhabitants of the s^d. Parish in, over & upon the same.

AND by the 85th. Sec. thereof it is enacted, That &c. [*here the Clause for allotting, marking the quality of the Title, and the Saving Clause, are to be transcribed or fully abstracted.*]

The above Act commenced on the 11th. Oct^r. 1857.

3 October, 1859. BY AN AWARD in writing, [of this date,] under the Hands & Seals of s^d. Comm^{rs}. named & author^d. in & by the last abst^d. Act of Parl^t—THE same Comm^{rs}. Did set out, allot, & award unto s^d. Noakes, & his Heirs, For & in lieu of 4 horse commons, 4 cow commons, & common for 100 sheep, incident to the before abst^d. Herēdits [& Premēs,] or some part or parts thereof.—

ALL THAT Piece or Parcel of Land, situate

(a) Or, “it is enacted that all the s^d. open & common Fields, Meadows, Pastures, Downs, waste Lands, & other open & common Lands & Grounds within s^d. Parish of Wake, should as soon as conveniently might be after the passing of the now abst^d. Act, be divided, set out and allotted in manner thiñafter ment^d., & that G. H. of, &c., W.A. of, &c., T.W of, &c., Gent^t, and their successors to be app^d. as thiñafter ment^d., should be & were thereby app^d. Comm^{rs}. for the pposes afs^d., & for carrying the now abst^d. Act into execōn.”

at or near Flint Bottom afs^d., containing by admeas^t. 4a : 1r : 5p, bounded on the East, West, & North, by Lands allotted to A. B., & by a Lane called "Green-Lane" on the South parts thereof,—

AND ALSO ALL THAT piece or parcel of Land lying near to the last-ment^d. Close, cont^s. by admeas^t. 15a : 2r : 18p, bounded by s^d. Lane on the East,—by Lands belonging to s^d. A.B. on the West & South, &—by Lands belongs to J. O. on the North part thereof.

EXECUTED by s^d. Comm^r. & att^d. by one Wit^s. &

INROLLED at the Office of the Clerk of the Peace for the County of Kent, [at S.] on the 4th day of Dece^r. 1859.

10 Jany. 1861. BY A CERTIFICATE (No. —) under the Hands & Seals of [T. B. & W. O.] two of the Comm^r. appointed under a certain Act of Parl^t. for the Red^{on} & Purchase of Land Tax for the County of Kent, it is stated that they had contracted with s^d. T. Noakes, for the Red^{on} by him of £— the Land Tax charged upon (*inter alia*)—

THE Mansion, Farm, Closes of Land & Prem^{es} before abst^d. (a)—

(a) If the redemption be a part of the property only, of course that part of it should be set out, and might be in this form :—

In the Tithing of A. R.

 A certain Close called "Broomcroft," containing 10a : 2r : 4p, in the occ^{on} of G.R.—£—.

In the Tithing of L. D.

 The s^d. Mansion, Outbuilding & Prem^{es} called "Cliff Hall."—£—.

IN CONSIDERATION of £—capital Stock then in the Consolid'd. or Reduced 3 per cent, consols [*or*, "Bank Ann'."] to be transf'd. to the Comm'r. for the Red'n of the National Debt, at the Bank of Eng'd., in the proportion of £— Stock at the times then mentioned. (a)

CERTIFICATES of the Transfer of s^d. Stock,—&

REGISTRY—indorsed No. 54321.

SEARCHES for Judgments affecting this Property within the last 15 years have been made, but none, except that before mentioned, were found.

AND the Succession Duties have been paid, & the account discharged.

AS TO THE FREEHOLD CLOSE OR MEADOW OR PASTURE LAND CALLED "SHARPE'S," OR "BELL'S."

This Land formed part of the Family Estate of Jonathan Bell, formerly of Hoalt, in the parish of Wake, Kent, Esqr., and are, consequently, included in the prior Title Deeds relating to such Estates, and there is a term of 500 years affecting this property, which was vested in Andrew Bell, formerly of Wake afs^d. Esqr., as trustee for his brother the s^d. Jon^a. Bell; but which, for want of a bequest of his residuary estates & effects, did not pass by his will.

14 & 15 BY INDENTURES of LEASE & RELEASE, [of these Feb. 1826.

(a) *Or*, payable by Instalments; all of which [Instalments] had then [*or*, "long then since"] been paid, as appeared by 3 several signatures endorsed on the s^d. Certificate (*setting out this fact according to the Certificate.*)

dates,] the latter made between Rhuben Bell, of Hoalt, in the Parish of Wake afs^d., Yeoman, (one of the two Sons, & joint Devisees named in the last Will & Test^t. of s^d. Jonathan Bell, dec^d.) Ann his his Wife, of the one part, & James Bell, of Leigh, in s^d. Cov. of Kent, Yeoman, (the other of s^d. Sons & joint Devisees named in s^d. Will of s^d. Jon^a. Bell, dec^d.) of the other part:—

IT IS WITNESSED, that for the purpose of making Partition between them s^d. Rhuben Bell & Ja^a. Bell, & to the intent that they might threater hold & enjoy the Herédis [& Prés] therein & next hereinafter ment^d., to them & their respive Heirs in severalty, & from all the Dower or right of Dower of s^d. Ann Bell:—And in consōn of 10s. to him s^d. R. Bell paid by s^d. Ja^a. Bell, THEY s^d. Rhuben Bell & Ann his wife Dm & each of them DID grant, bargain, sell, & release unto s^d. Ja^a. Bell, (in his actual possōn then being &c.) & to his Heirs & Ass^r.,—

ALL THAT Cottage or Dhōuse, with the Out-houses & Garden thūnto belonging, com^r called or known by the name of "Sharpe's," situate at Hoalt afs^d., thrtof^e in the occōn of John Wick, afterwards of George Long, then late of s^d. Jon^a. Bell, & then of s^d. Jas. Bell, (being part of the Herédis devised to them s^d. R^d. Bell & Ja^a. Bell jointly in & by s^d. Will of s^d. Jon^a. Bell, dec^d., & mutually allotted & awarded to s^d. R. Bell, by way of partition, as his Moiety thereof,)—

AND all Houses, Appūrts, &c.

AND the Reversion, &c.

AND all the Estate, &c.

AND Deeds, Counterparts, &c.

TO HOLD the same unto s^d. Jas. Bell, his Heirs & Ass^s.—

TO BE HOLDEN of the Chief Lord or Lords of the Fee of s^d. Prés by the rents & services therefore due & of right accust^d.

TO THE [only proper] USE [& behoof] of s^d. Jas. Bell, his Heirs & Ass^s. for ever; (a) freed & abs^r. dischēd of & from all the Dower & right & title to Dower of s^d. A. Bell;

TO THE INTENT that the same might be held by him & them, thenceforth for ever, in severalty from the Herēdits [& Prēmēs] immed^y. herein-after desc^d.;

COVENANT by s^d. R^a. Bell,—That he had not incumbered:

AND IT IS ALSO WITN^D. that, &c. [*as before*], & also in consōn [of the sum] of 22l. 10s. to him s^d. Ja^s. Bell, paid by s^d. Bell for equality of partition,— He s^d. Ja^s. Bell D^r grant, bargain, sell, & release unto s^d. R. Bell (in his actual possōn then being &c.) & to his Heirs & Ass^s.—

ALL THAT Close, Piece or Parcel of Meadow or Pasture Land, commonly called "The Four Acres," or "Sharpe's Mead," containing by Estimōn 4a: 2r : 12p : (more or less), situate at Hoalt afs^d. & thrtōf^e in the occōn of, &c. [*as before*,] being the other part of the Herēdits [& Premēs] so devised to them s^d. R. Bell & Ja^s. Bell in & by the Will of s^d. Jon^a. Bell,

(a) When conciseness is particularly desired, this form of limitation may be abridged similar to that in the next page.

dec^d., & mutually allotted & awarded to s^d. R. Bell, by way of partition, as his Moiety thereof,) —

And all Ways,—Appurts, &c.

And the Reversion, &c.

And all the Estate, &c.

And all Deeds, Counterparts, &c.

TO HOLD the same unto & to the use of s^d. R. Bell, his Heirs & Ass^e. for ever,—

TO BE HOLDEN &c. (*as in last page,*)

TO THE INTENT that the same might be held by him & them, thenceforth. for ever, in sev^{al}ty from the Herēdits [& Premēs] therein & hinbef^r. desc^d., & allotted to s^d. Ja^s. Bell as a^ss^d.:

COVENANT by s^d. Ja^s. Bell.—That he had done no act to incumber;

EXECUTED by both parties, & duly attested, &

RECEIPT for 22l. 10s. by s^d. Ja^s. Bell, endorsed, signed, & witnessed.

Same date CERTIFICATE of the acknowledgment of the last abst^d. Iñdre by s^d. Ann Bell, endorsed thereon & signed by [A. B. & C. D.] two of the perpetual Comm^r. for [the county of] Kent (a); —

N.B.—The last abst^d. Deeds of Lease & Release are not in the vendor's poss^{on}, nor can they be found.

(a) This certificate is set out substantively here by way of example only, as the shorter forms to follow will answer the purpose as well.

This abstract of them is taken from an old one in his possession [*or*, "from the recital in the Indre of the _____ of _____ 17_____, hereafter abstr^d. (p. ____),"] & is here abstr^d. in chief for the sake of regularity.

16 July, 1840. THE SAID Rhuben Bell died Intestate (a) leaving John Bell his eldest Son him surviving, who thereupon claimed & entered into poss^{on} of s^d. Côte, Garden, & Herédis, as his Heir-at-law.

CERTIFICATE of his Burial at Hoalt a/s^d.

15 Feb. 1846. BY LETTERS of limited Adm^{on} of this date, under the Seal of the Prerogative Court of the Archbishop of Canterbury (b), after—

RECITING (c) that Andw. Bell had died intest^e

(a) In completing purchases, if the probate of a will and letters of administration are produced, they are considered satisfactory evidence—the former of the death of the testator, and the latter of the death and intestacy of the intestate.

(b) *Or*, "of the Lord Bishop of B. at C."

Or, "of the Peculiar and Exempt Jurisdiction of B. at B."

Or, "of the Archdⁿ. of B. at C."

Or, "The Vicar General & Official Principal of the Lord Bishop of B, in whom the whole of the ordinary jurisdiction of the Archdeaconry of D. then vested, in consequence of the court of s^d. Archdⁿ. of D. & all spiritual & archdeaconical jurisdⁿ. of the archd^y. having been inhibited & suspended by s^d. Lord Bishop preparatory to his visiting s^d. archd^y. as part of his diocese, Did &c." (*as above*).

(c) If Deeds previously abstracted be here recited, they should be referred to in the usual way—as, "the before abstr^d. M^{rs}es;" but, if not, they should be here set out as they stand in the deed.

as to his Pers^l. Estate, and possessed of a certain term of 500 years affecting (int. al.) s^d. abst^d. Prēs; & that, therefore, admōn of his effects, limited to such term, had been applied for & granted to Wm. Smith, of &c., Malster, in order that the s^d. term might be effectually surrendered & be conveyed in the Rev^a. & Inhānce of s^d. abst^d Prēmes.

IT IS WITNESSED that s^d. Court Did grant unto s^d. Smith, a person named by & on behalf of s^d. R. Bell & Jas. Bell, & who had been duly sworn, full power to administer & duly dispose of the goods & chattels of s^d. A. Bell left unadmin^d by s^d. W. Bell (the sole Exōr of his s^d. Will) limited so far as concerns—

ALL the Right, Title, & Int^t late of him s^d. A. Bell in & to s^d. abst^d. Prēmes during the residue then unexpr^d of s^d. term of 500 years thin then to come & unexp^d.

AND all benefit and advantage whatsr to be derived thfrōm.

And s^d. Bishop [or, "Archdeacon"] deputed & constituted s^d. Smith Admōr accordy of—

ALL & **SINGULAR** the goods & chattels of s^d. A. Bell left unadmin^d by s^d. W. Bell, & so limited as afs^d.

16 Feb. 1846. BY INDENTURE, of this date, made between—The s^d. Wm. Smith, of the one part—& The s^d. Rhuben Bell of the other part;

RECITING that s^d. Jon^a. Bell died seised of s^d. Prēs & that s^d. A. Bell had died intestate & possessed of the s^d. abst^d prēs for the then residue of s^d. Term.

AND RECITING the bef^e abst^d Iñdre & Letters of Admōn.

AND ALSO RECITING that s^d. Smith had, at the req^t of s^d. R. Bell, ag^d to surr^r s^d. Term so far as respects the s^d. abst^d près :

IT IS WITNESSED that in consōn of 5s. to s^d. Smith p^d. by s^d. R. Bell, he s^d. Smith did surr^r. & yield up unto s^d. R. Bell, his Exōrs, Admōrs, & Ass^s.

THE before abst^d Prēs called "The Four Acres," or "Sharpe's Mead;" & secondly desc^d in the last abst^d Iñdre,—

TOGETHER with the Appūrts,—

AND all the Estate, &c.

TO HOLD the same unto s^d. R. Bell, his Exōrs, Admōrs, & Ass^s, during all the residue now unexp^d of s^d. Term of 500 years.

TO THE INTENT that the same sh^d & might thenceforth become merged & exting^d in the Freehold Revⁿ & Inhañce of & in s^d. abst^d Prēs.

COVENANT by s^d. Smith that he had done no act to incumber.

EXECUTED by s^d. Smith & duly att^d.

7 January THE SAID Rⁿ. Bell married Ann Marks.

1853. CERTIFICATE thereof.

4 Novr. THE SAID John Bell was born.

1854. CERTIFICATE of his Baptism.

1 Septbr. THE SAID Simon Bell was born.

1845. CERTIFICATE of his Baptism.

9 July, 1850. BY WILL of this date, [executed in the presence of & att'd. by 3 Wit'.] The s^d. Jas. Bell (a) after giving a specific Legacy of £20 to each of his Nephews Simon & Timothy Bell, (the Sons of his Brother s^d. Rⁿ. Bell,) —He gave & devised (inter alia,) —

THE SAID Close of land & Hereditis so allotted to him, (s^d. Testör) under the last abtd.
Indre of Release as afs^d. —

UNTO his other Nephew s^d. John Bell, by the desc^a. of —

“THE Cottage & Garden I now live in;”

TO HOLD the same unto his (s^d. Testörs) s^d. Nephew John Bell, & his Heirs for ever, —

AND s^d. Testör charged the same Hereditis [& Premes] with the pay^t. of the two Legacies [so beq^d. to s^d. Simon & Tim^r. Bell as last ment^d.]

AND s^d. Testör, after revok^s his former will, (b) app^d. s^d. J. B. sole Exör of his s^d. will :

EXECUTED in the presence of, & att'd. by 3 wit^s.

2 January, 1851. THE s^d. Jas. Bell, died.

25 May, 1851. THE s^d. John Bell proved s^d. will in the Court of the Bishop of C., at B. Kent.

1 Novr. 1852. BY DEED POLL [of this date] under the Hands

(a) When the Title commences with a Will, the following words, “who was solely & absolutely seised of the Inhance in fee simple in possession of the prêmes hinafter abtd.”—should be inserted here, if found in the Will.

(b) See p. 85.

& Seals of s^d. Simon Bell, He, s^d. S. Bell, Did release, quit claim, & give up unto s^d. John Bell, his Heirs, Exors, Admrs, & Ass, —

AS WELL s^d. Legacy so [given &] beq^d. to him by the last abst^d. Will as afs^d. AS ALSO all Claims & Demands in respect or on acc^t. of the same.

EXECUTED by s^d. Sⁿ. Bell & att^d. by 3 Wit^s.

20 March, 1812. THE SAID John Bell died Intestate, aged 74, leaving George Bell, his eldest Son, him surviving, who claimed & thūpon entered into possōn of his Real Estate as his Heir-at-law.

CERTIFICATE of the Burial of s^d. John Bell.

CERTIFICATE of the Marr^e. of s^d. John Bell with Ann Carr, on the 12th. of June, 1818 (a).

CERTIFICATE of the Baptism of s^d. George Bell, who was born on the 25th. of April, 1819.

5 August, 1815. THE SAID Simon Bell died.
CERTIFICATE of his Burial.

11 April, 1817. THE SAID G. Bell died a Minor & unmarried, whūpon the s^d. Cottage, Gdēn, Close of Land, & Herēdis, descended to his Nephew Silas Bell, the Son of Simon Bell, the Brother of s^d. John & Tim^y. Bell,

(a) Sometimes the certificates and dates of birth are thus shown ; but it is submitted that the form given in page 86 is preferable, where they follow in chronological order.

Similar forms are given ; but these cannot well be dispensed with, without causing some confusion in the chain of the title.

dec^d., his Heir-at-law, as will appear by the following pedigree (*here set it out as ante*,) (pp. 87, 95.)

CERTIFICATE of the Burial of s^d. G. Bell.

CERTIFICATE of the Marre^e. of s^d. Simon Bell with Hannah Jones, on the 4th. of March, 1765.

CERTIFICATE of the Baptism of s^d. Silas Bell, their Son, who was born on the 21st. of June, 1766.

CERTIFICATE of the Baptism of Andrew Bell, Son of s^d. Simon & Hannah Bell, who was born on the 15th. of Sept^r. 1787.

7 April,
1810. THE SAID Silas Bell died Intestate & without Issue, leaving Andrew Bell his only Brother him surviving, who thūpon took possōn of s^d. Cottē, Garden, Close of Land, & Herēdits, as his Heir-at-law.

CERTIFICATE of the Burial of s^d. Silas Bell.

30 Decr.
1811. BY INDENTURES of FROFFMENT, [of this date] (with Livery of Seisin endorsed thereon & witn^d. (a)) made between s^d. Andw. Bell, then of Hoalt afs^d. Labourer, (who was the only Brother of s^d. Silas Bell, then late of the same place, Labourer, dec^d., who was the Son of Simon Bell, thrtof^e of, &c., Lab^r. dec^d., & Nephew & Heir-at-law of George Bell, formerly of, &c., Lab^r., dec^d., who was the eldest Son & Heir-at-law of John Bell, formerly of, &c., Husbandman, dec^d., (a)) of the

(a) If inserted here, the memorandum to the same effect at the end of the precedents must, of course, be omitted.

(a) When a pedigree like this, is verified by Affidavit instead of certificates, the affidavit should be copied at length.

one part, & Wm. Platt, of Merton, in the Parish of Stoke afs^d., Baker, & Wm. Coats, of the same place, Auctioneer, of the other part;

IT IS WITNESSED, that in consōn of [the sum of] £450 to s^d. Andw. Bell, & of 10s. by s^d. Coats then paid by s^d. Platt, He, s^d. A. Bell, Dm grant, bargain, sell, alien, enfeoff, & confirm unto s^d. Platt & Coats, their Heirs & Ass^s.—

ALL THAT Piece or Parcel of Land, being the Site of s^d. Cottage or Dhōuse & Outho^s. called "Sahrpe's," comp^d in the before abst^d Inders [of the 14th & 15th of Feby., 1836, (p. 148)] then late in the occōn of s^d. Andw. Bell, but which had then been lately thrown into, &, with the Gdēn formerly thūnto belongs, formed part of the Close or Parcel of Land next thin & hinafter desc^d.;

AND ALSO ALL THAT Close, Piece, or Parcel of Meadow or Pasture Land theretofore comm^{ly} called "The Four Acres," or "Sharpe's Mead," but then better known by the name of "Bell's Close," contg^r., tog^r with the before-ment^d. Herēdits [& Premēs] by admeas^d. 5a. : Or. : 1 $\frac{1}{2}$ p., situate at Hoalt afs^d., & then late also in the occōn of s^d. Andw. Bell, & then of s^d. Platt;—Which s^d. piece or parcel of Land & Herēdits first above desc^d., (being the site of s^d. Cottē, or Dhōuse & Outhouses,) were formerly the Estate & Inhānce of s^d. Rhuben Bell, dec^d., from whom the same descended to (his son) s^d. John Bell, dec^d.;—AND which s^d. close, piece or parcel of Land, & Herēdits, lastly above desc^d. were anciently the Land & Inhānce of s^d. Jas. Bell, who by his before abst^d. Will gave & dev^d

the same to s^d. John Bell, & his Heirs for ever, [Subject nevertheless (if so) to & charged with the pay^t. of s^d. two Leg^s. of £20 each, th'by beq^d. to s^d. Sim. & Tim. Bell, the former of whom had since duly released the same]—as afs^d.

To^r. with all Houses,—Appurts, &c.

AND the Reversion, &c.

AND all the Estate, &c.

TOGETHER with all Deeds, &c.

TO HOLD the same unto s^d. Platt & Coats & their Heirs,

TO THE USE of s^d. Platt & Coats, & the Heirs, & Ass^s. of s^d. Platt, but as to the Estate & Int^t. of s^d. Coats,

IN TRUST for s^d. Platt, his Heirs & Ass^s. abey

WARRANTY by s^d. A. Bell of the sev^l. Heredit^s & Prem^s before desc^d., unto & to the use of s^d. Platt, his Heirs & Ass^s. against himself s^d. A. Bell, & his Heirs, & Ancestors, & all Persons claiming under him them, or any or either of them (a);

POWER from s^d. Bell to B. Platt, of Wake afs^d., Grocer, to deliver posson of s^d. abe^d. Pr^s [to s^d. W. Platt his Heirs or Ass^s.]

EXECUTED by s^d. A. Bell, & duly attested, &
RECEIPT for £450 endorsed, signed, & witn^d.

(a) Sometimes this Warranty is made to include "all other persons whomsoever," and sometimes it stops at the preceding word "Heirs." This part should therefore always be noticed, and correctly stated, in order that it may be seen how far the warranty really extends.

MEMORANDUM of Livery of seisen [by s^d. B Platt] to s^d. W. Platt, on the 31 of Dec^r. 1811, end^d. & witn^d.

30 Decr. 1811. BY A STATUTORY DECLARATION of this date the s^d. George Burt, of Hoalt afs^d. Gentlemen, solemn^y. declared that he was then 81 years of age ;—THAT he well knew the family of s^d. Andrew Bell :—THAT s^d. A. Bell, was the only Brother of Silas Bell, then late of Hoalt afs^d., Labourer, dec^d.;—THAT s^d. S. Bell, was the Son of Simon Bell thtōfore of the same place, Labourer, dec^d. the Nephew & Heir-at-law, of George Bell, formerly of the same place, Labourer, dec^d.;—AND THAT s^d. G. Bell, was the eldest son & Heir-at-law, of John Bell, formerly of the same place, Husbandman, dec^d.

AND s^d. Burt solemnly & sincerely decl^d. the same to be true accord^y to the prov^e. of the [Act of Parl^t.] 5 & 6 W. 4.

DECLARED at Maidstone, before [H. M.] a Commissioner to administer oaths in Chancery in England.

30 Decr. 1811. BY BOND, of this date, under the Hand & Seal of s^d. Andw. Bell,—He, [s^d. A. Bell,] bound himself, his Heirs, Exōrs, & Admōrs, unto s^d. Platt, his Heirs, Exōrs, & Admōrs, in the penal sum of £40, for indemnif^y him s^d. Platt, his Heirs, Exōrs, & Admōrs, against the pay^t. of s^d. Legacy of £20, so beq^d. to s^d. Tim^y. Bell by the last abst^d Will as afores^d.

21 & 22 Feb. 1827. BY INDENTURES of LEASE & RELEASE, [of these dates,] the latter made between—The s^d. Wm. Platt

& Sarah his wife, of the first part,—Wm. Pitt, of Ryde, in the Parish of Burton, in the Co. of Southampton, Grocer, of the 2^d part—Abel Dunn, of the same place, Mealman, of the 3^d part,—& several other Parties, not interested in the [property which is the] subject of this Abst^d., of the 4th & 5th parts,—after

RECYTING the last abst^d Indre (a) of the 30th Dec^r, 1811 (p. 157).

AND RECYTING (amongst other things irrelevant to this Title (b)), that s^d. Pitt had cont^d. with s^d. Platt for the absolute purch^e of the Fee-simple & Inhānce in possōn of s^d. Close, Piece, or Parcel of Meadow or Pasture Land, & Herēdits, free from all Incūmbs, at the sum of £500 :

IT IS WITNESSED, that in consōn [of the sum] of £500, to s^d. Platt then paid by s^d. Pitt,—He s^d. Platt & Sarah his wife DID, & each of them DID, grant,

(a) When two deeds of the same date, as a release and an assignment of a term, are previously abstracted, as is sometimes the case, they should be here designated as "the last abst^d Indre of Release" or "Assignment," &c.

(b) Or, "unconnected with this Title." Or, "whereby it appeared that s^d. A.B. was then possessed of or entitled to two several sums of £ — and £ — due to him upon security of certain Leasehold Premises, situate at K., in Berks." Or, "whby it appeared that under & by virtue of certain Indres of Lease & Rēle, dated &c., certain Mēsses & other Herēdits & Prēs thin desc^d, situate at K. afs^d., with the appurts, then stood limited—To certain uses for preventing Dower thin particularly ment^d." Or, "that certain other prēs thin particularly ment^d., but not included with those before desc^d, had been conv^d. & assured unto & to the use of s^d. A.B. his Heirs & Ass^s for ever;" — (giving the effect of the Recitals thus concisely.)

bargain, sell, alien, release, & confirm unto s^d. Pitt (in his actual possōn then being, &c.) & to his Heirs (a),—

THE PARCELS afs^d.,—(as descd. in the last abst^d. Indre, p. 158),

TOGETHER with all Ways,—Appurts, &c. (except [& always reserved] unto s^d. Platt, his Heirs & Ass^e., a Right of Way over, along, & upon, the foot or pathway now used by s^d. Platt over, along, & upon s^d. Herēdits [& Prēmes] to a certain Pump & Well at the northern extremity thereof;—AND ALSO except, [& always reserved] unto s^d. Platt, his Heirs & Ass^e., the use of the s^d. Pump, Well, & Water therein jointly with s^d. Pitt, his Heirs, & Ass^e.,)

AND the Reversions, &c.

AND all the Estate, &c.

TOGETHER with all Deeds, &c.

TO HOLD the same (except as afs^d.) unto s^d. Pitt, & his Heirs,—

TO THE USES, upon the Trusts, & for the intents & purposes thinafter decl^d. & hinafter exp^d. concerning the same;

COVENANT by s^d. Platt (amongst others) for himself, & for s^d. Sarah his wife, his & her Heirs, Exōrs, & Admōrs,—That he s^d. Platt & s^d. Sarah his wife, (she thereby consenting) would, in or as of Hilary Term then last,

(a) Or, “ [inter alia] with other property lately sold to C.D.” (as the case may be.)

Easter Term then next, or in or as of some subseq^t Term, acknowl^e & levy unto s^d. Pitt, & his Heirs, One or more Fine or Fines *Sur cognizance* [*de droit come ceo,*] &c., with proclamtns, of the Herédits [& Premés] by the now adst^t Indre conve^d & assured by the descriⁿ of,—“ Two Messés, 4 Outho^t, 2 Yards, 2 Orchards, 10 acres of Meadow, & 10 acres of Pasture Land, with the Appurts, in the Parish of Wake, in the County of Kent,”—or by such other apt names & descrⁿs as should be suffi^t, comprise, & pass the same :

DECLARATION & AGREEMENT, That s^d. Fine or Fines when levied, & all other Fines then ackn^d & levied, or which should thinafter be ackn^d & levied of s^d. Herédits [& Premés], by or between s^d. Platt & [Sarah his] wife & s^d. Pitt, or any or either of them, should, as to the same Herédits, Be & Enure—

TO SUCH USES (a) upon & for such Trusts, & for such ends, intents, & pposes, & with, under, & subject to such Powers of Revocation & new Appm^t. as s^d. Pitt by any Deed or Deeds by him duly exet^d, or by his last Will & Test^t in writing duly exet^d, should direct, limit, & app^t; AND in default of, & until any such dirōn, limōn, or app^t, & so far as the same is incomplete, should not extend (b)

(a) When the Donee of the power has died without executing it, the subsequent uses may be omitted, and the following substituted,—

“ TO certain uses (for preventing Dower) therein expressed.”

(b) So when the Donee is unmarried, or was married since 1833, the following uses may be omitted and the last reference adopted.

TO THE USE of s^d. Pitt, & his Ass^s., during [the term of] his [natural] life, sans waste ;— AND after the determinⁿ of that Estate in his life time,—

TO THE USE of s^d. Dunn, his Ex^{ors} & Adm^{rs}, during the life of s^d. Pitt, IN TRUST nevertheless, for s^d. Pitt, & his Ass^s,—with Rem^r—

TO THE USE of s^d. Pitt, his Heirs, & Ass^s., for ever :

COVENANT by s^d. Platt (amongst others) for himself, his Heirs, Ex^{ors}, & Adm^{rs}, with s^d. Pitt, his Heirs & Ass^s. (as to the Herédit^s [& Prem^{es}] before abstd.)—That he, with s^d. Sarah his wife, was seised in his demesne as of Fee,

Had power to convey in manner a^sf^d,—

For peaceable enjoyment,—

Free from incumbrances, &—

For further assurance :

EXECUTED by s^d. Platt, & [Sarah his] wife, [& the sev^l other pties thtō of the 4th & 5th parts,] & duly att^d, &—

RECEIPT for £500 endorsed, signed & witn^d.

Hilary Term INDENTURES of FINE, *Sur conusance [de droit 8 Geo. 4. come ceo] &c.*, [of this date] levied with proclamōns, (1827.) between s^d. Pitt, Pltiff, & s^d. Platt & [Sarah his] wife (& others), Defendants, of—

TWO Messēs, 4 Outho^s., 2 Yards, 2 Gardens, 2 Orchards, 10 Acres of Meadow & 10 Acres of

... Pasture Land, with the Appurts, in the Parish of Wake, in Kent, &c.

3 & 4
March,
1827.

BY INDENTURES of LEASE & APPOINTMENT & RELEASE, of these dates, the latter made betw.—The s^d. Wm. Pitt, then of No. 3, High Street, Portsea, Hants, Wine Merchant, of the 1st part,—The s^d. Abel Dunn, of the 2^d part,—& George Jones, of Fareham, Hants, Gentⁿ, of the 3^d part,—

RECITING the last abſt^d Indre & Fine;

AND RECITING that s^d. Pitt had applied to s^d. Jones for a loan of £500, which he had agreed to advance on the security of s^d. Premēs—

IT IS WITNESSED, that in consōn of £500 to s^d. Pitt paid by s^d. Jones, He s^d. Pitt did direct, limit & appoint—

THAT all s^d. abſt^d. Premēs :

SHOULD thenceforth go, remain, continue & be unto s^d. Jones, & his Heirs ;

TO THE USE of s^d. Jones, his Heirs & Assⁿ., for ever, freed & abſt^d. disch^ed. from the last abſt^d. mōrtge, but—

SUBJECT neveless to the Proviso for Redōn thinafter cont^d.

AND IT IS FURTHER WITNESSED, that in consōn of 5^e. to s^d. Dunn, he s^d. Dunn, by the dirōn of s^d. Pitt (tested as thin ment^d), did bargⁿ., sell & rēle, & s^d. Pitt, for the consōns afs^d., did grant, bargⁿ., sell, rēle, ratify & confirm unto s^d. Jones—

THE Parcels aſd. by the descrⁿ cont^d. in the before abst^d. Indres of the 30th. Dec^r. 1810, & 21st. & 22^d. of Feby., 1827 (p. 160); AND also all that the Mēſſe^e. or Dhōuse which had then lately been erected thereon,—

AND all the Houses,—Appūrts, &c.

AND the Revōn, &c.

AND all the Estate, &c.

AND all Deeds, &c.

TO HOLD the same unto s^d. Jones, & his Heirs.

TO THE USE of s^d. Jones, his Heirs & Ass^e., for ever;

SUBJECT NEVE'LESS to the Proviso thnāfter cont^d. (a).

PROVISO, DECLARATION & AGREEMENT, that if s^d. Pitt, his Heirs, Exōrs, Admōrs or Ass^e., should pay or cause to be paid unto s^d. Jones, his Exōrs, Admōrs or Ass^e., the full sum of £500, with int^t. after the rate of £5 per cent. per annum, [with^t. any deduction,] on the —— day of —— then next, he s^d. Jones, his Heirs, Exōrs, & Admōrs, would at the request, costs & charges of s^d. Jones, his Heirs, Exōrs or Admōrs, re-

(a) This proviso is sometimes set out in a different form, thus:

“Subject nevēless to a Proviso thin cont^d. for Redōn & Reconvēyce,” [or, if leasehold, “Re-assgn^t.] at the costs of s^d. Pitt, his Heirs or Ass^e.,” or for “cesser of s^d. term,” as the case may be], on pay^t. &c.” (as above, down to the words “then next.”)

convey & reassure s^d. Premēs unto s^d. Pitt, his Heirs or Ass^s. or as he or they should direct, free from all incūms to be committed by s^d. Jones, his Heirs or Ass^s., in the meantime.

PROVISO, (a) DECLARATION & AGREEMENT, That if default shd. be made in pay^t. of s^d. princ^l. Sum & Int^t., or any part thof, contrary to the afs^d. Proviso (of which non-pay^t. the prodⁿ. of the now abst^s. Indre should be at all times conclusive evidence & (if so) if s^d. Jones shd. at any time aftw^d. give to s^d. Pitt his Heirs, Exōrs, Admōrs, or Ass^s. or any or either of them or leave at his or their last known place of abode in England, notice in writing of his or their intentions to exercise the now abst^s. power unless s^d. princ^l. sum with all int^t. & costs occas^d. by the non-pay^t. thof shd. be paid, at the expiron of — cal^d. months after the giving or delivery of such notices, it should be lawful for (but not incumbent on) s^d. Jones, his Heirs, Exōrs, Admōrs, & Ass^s., then or at any time thereafter, without any further consent or concurre^e. of s^d. Pitt, his Heirs, Exōrs, Admōrs or Ass^s. to sell & absol^y. dispose of all or any part of the Premēs, thereby granted & rele^d. & before abst^d., either with or without special condōns or restrōns as to the Title or orwⁱse, & either by Public Auction or by Private Contract, for such sum or sums of Money, as could be obtained, or he or they should think fit & for this purpose to enter into all such contracts, acts, matters & things as shd. be consid^d. exped^t.; And to convey & assure s^d. Premēs, when sold, unto the

(a) If this power has not been exercised, instead of this clause, say—"Power of Sale in default thereof—not exercised," [or, "which has not been exercised."]

Purchaser or resipive Purc^r. thōf, his Heirs, Exōrs, Admōrs, or Ass^r., or as he or they should direct ; And as to the Monies to arise from or to be produced by such Sale or Sales, [in the first place] to pay all Costs & Exp^r. attending such Sale or Sales, & to become payable by virtue of the now abst^r. Iñdre ; And [in the next place] to pay the s^d. princ^r. Sum of £500, & all Int^r. then due in respect thōf ; And [in the last place,] to pay the residue (if any) of the s^d. Monies unto s^d. Pitt, his Heirs, Exōrs, Admōrs or Ass^r. (a) :

FURTHER DECLÔN & AGREEMENT, that the Rec^r. of s^d. Jones, his Exōrs, Admōrs or Ass^r., for the Pur^r. & all other Monies payable to him or them under or by virtue of the now abst^r. Iñdre, should effectv. disch^r. the Purchaser & Purc^r. & all other person : paying the same, from all respons^r. in respect of the mis-applōn or non-applōn thōf ; And that it should not be incumb^t. on the Purc^r. or Purc^r. to inquire into the necessary or propriety of any such Sale or Sales, or whe^r. any such default had been made ;—or any express notices given as afs^d. : nor should they b^r affected by express notice thōf :

COVENANT by s^d. Pitt to pay s^d. princ^r. Sum & Int^r. accordingly,—

That he was lawfully seised,—

Had good right to grant,—

That s^d. abst^d. Prēs sho^d. remain to the uses & upon the Trusts [for sale] afs^d. , & the rents &c. be rec^d. accōrdy.

(a) This form should follow the words of the powers It is not here given as a general precedent, but simply to show the mode of setting it out.

Free from incūmbs,—

For further assurance, &

To insure s^d. Dhōuse in the name of s^d. Jones, his Exōrs, Admōrs or Ass^s. against loss or damage by fire to the amount of £400,—

PROVISO & AGREEMENT for reducing the rate of Interest from £5 to £4 per cent, if punctually paid (a).

PROVISO & AGREEMENT that not more than £— shd^d. be ultimately recōvble under the now absts. Indre

ATTORNMENT by s^d. Pitt as a yrly. tenant to s^d. Jones of s^d. abst^d Prēmes, at the yrly. rent of £— payable half-yearly ;—

PROVISO, DECLARATION & AGREEMENT, that nothing in the now absts. Indre cond^d. sho^d. abridge, prejudice, or affect any of the rights or remedies of s^d. Jones, his Heirs, Exōrs, Admōrs or Ass^s. as such mortgages as afs^d.; but that he & they sho^d. be at full liberty to assert & exercise such rights or remedies, or any, or either of them [by foreclosure or orwise] like an ordinary mortg^e. either concurrently with or separately from the Power of thiñbefore cont^d.

EXECUTED by s^d. Pitt, Dunn & Jones, & attested by two witn^s., &—

RECEIPT for £500 end^d., signed & witn^d.

(a) [Or, "if paid within 28 days after it should become due."]

15 June, 1827. BY INDENTURE [of this date (a)] s^d. Wm. Pitt charged—The s^d. abst^d. Premēs with the appurts with the pay^t. of the further sum of £50, with Int^t. after the rate of £5 per cent, per ann.—AND he declared that the s^d. Premēs shd^d. not be redeemed or redeemable until full pay^t. thōf & that all the Powers, Provisoes, Declin^s. Cov^s. & Agree^s., & pārlarly the Power of Sale cont^d. in the last abst^d. Iñdre should be applicable to & available for the recovery as well of the s^d. sum of £500 as of the s^d. sum of £500 thib^r. sec^d.:

EXECUTED by s^d. Pitt, & att^d. by two witn^s., &—

Receipt for £500 end^d., signed & witn^d.

15 July, 1829. BY AN ENDORSEMENT of this date, on the last abst^d. Iñdre signed by s^d. George Jones [& duly attested], he expressly acknowledged that he had that day recd^d. from s^d. W. Pitt the princ^l. sum of £500 thereby secured together with all interest due in respect thereof; and undertook to execute a Recoñv^e. of s^d. abst^d. at the expense of s^d. Pitt whenever called upon to do so.

(a) There are often recitals in these deeds; whenever they occur they should be shortly recited thus:—

RECITING the before abst^d Mortg^e. (p.—);—

AND RECITING that s^d. Jones had agreed to advance the further sum of £50 on sec^r. of s^d. Premēs:—

IT IS WITNESSED, that s^d. Pitt DID, for himself, his Heirs, Exōrs, & Admōrs, by the now abst^s. Iñdre, charge. &c. (as above).

3 July, The s^d. W. Pitt committed an Act of Bankruptcy,
1838. upon which he was found & declared Bank^t. on the
20th. Dec^r. following (1838) (a)

1 January BY INDENTURE of BARGAIN & SALE [of this date,]
1839. made between A. B.—C. D., & E. F. (being the major
part of the Commissioners named in the commⁿ. of
Bank^t. [awarded &] issued against s^d. W. Pitt), of the

(a) The act of Bankruptcy, unless material to the title—
as, for example, to show that a deed executed shortly
before the Bankruptcy was in fact executed prior to the
act upon which it proceeded was committed,—need not be
shown; and as now there are no provisional or general assign-
ments of Bankrupts' Estates, the proceedings may, espe-
cially where brevity is desired, be shortly stated, as below.
But when the conditions are included in the recitals in a
subsequent deed, they can be set out in the Abstract of
such recitals, instead of being stated substantively.

3 July, The s^d. W. Pitt was [on his own Petⁿ] declared a Bank^t,
1837. & thereupon W. W., of &c., Esqr., became the Official
Assignee of his Estate & Effects, &

24 July, James Thomas, of &c., Grocer, & John Williams, of &c.,
1837. Tea Dealer, were chosen the Trade [or, Creditors'] Assignees
of the Estate & Effects of s^d. Bank^t.

16 Aug. The before abst^d Pr^s were offered for Sale by Public
1837. Auction, at the Crown Inn, at Portsea a/s^d., at which s^d.
Wood was declared the purc^r thōf at £500, subject to the
follo^s condōns of the sale; and thereupon he paid into the
hands of the Auct^r [or, Vendor's Solicitor] a Deposit of
£60, in part thōf accords to such condōns.

The follo^s are the condōns above referred to: (*Here set
them out.*)

one part, & Jas. Thomas, of, &c., Grocer, & John Williams, of, &c., Tea Dealer, of the other part;—after—

RECITING, That His Majesty's Commⁿ. under the Great Seal of Great Britain, grounded upon the Statutes [made &] then in force concerning Bank^t., bearing date [at Westminster] the 12th. of Nov^r. then last, had been [awarded &] issued against s^d. Pitt, directed to s^d. A. B.—C. D.—& E. F. Esq^r., together with G. H. & I. K. Gentⁿ, thereby giving unto them [s^d. Comm^r], or any 4 or 3 of them, full power & autho^r. to execute same;

AND RECITING, that the major part of s^d. Comm^r. had duly qualified themselves to act in s^d. Comm^r. [by taking the Oath required for that purpose], & having begun to put s^d. Comm^r. into exec^{on}, [upon due examⁿ of Wit^r & other good proof before them taken], had found that s^d. Pitt, for 14 years before the date of s^d. Comm^r., [carried on &] followed the trade of a Grocer, and during all that time did [seek &] endeavour to get his livelihood thereby [as others of the same trade & bus^r. usually did], & s^d. Pitt so [seeking &] endeav^r to get his living thereby, had become indebted to H. R., of, &c., Merchant, in the sum of £720, & being so indebted as afs^d., Did, before the date & suing forth of s^d. Comm^r., in the judgm^t. of the major part of s^d. Comm^r., become Bank^t., within in the meaning of the Stat^r. in s^d. Comm^r named, [or then in force] & was by them found & declared Bank^t. accordy.

AND ALSO RECITING. that on the day of the date of the now abstr^s. Indre [being the day app^d. accord^s. to the London Gazette, for the choice of an Asignee or Asses of s^d. Bank^t's Estate & Effects],

the s^d. Comm^r. met at the Court of Comm^r. of Bank^t., London, & the major part in value of the Creditors of the s^d. Pitt (a) then present, whose Debts resp^{ly} amounted to £20 & upwards, Did then & there [nominate &] choose s^d. Thomas & William to be the Assēs of the Estate & Effects of s^d. Pitt;

AND ALSO RECITING, that s^d. Comm^r parts thereto, in further execōn of s^d. Comm^r., & of the Stat^r therein ment^d., had also [found &] discovered or it otherwise appeared to them, that s^d. Pitt, at the time he became Bank^t. as afs^d., or afterwards, was seised or pōssed of, or interested in, & ent^d. unto several Freehold Lands, Messēs or Ten^t., & Estates, in s^d. Co^r. of Kent, & elsewhere :

IT IS WITNESSED, that s^d. Comm^r., parties to the now abſt^s. Indre, in further excōn of s^d. Comm^r., & by virtue thereof & of the Stat^r. thin ment^d.; & in coñson of 10s. to them paid by s^d. Assēes, Dm, & each of them Dm, as much as in them laid & they lawfully might, order, dispose, grant bargain, sell, assign, transfer & set over unto s^d. Assēs, their Heirs & Ass^s.,—

ALL THE Freehold Messēs, Lands, Ten^t., & Hereditis, situate [& being] in the Co^r. of Kent, & elsewhere, in the Kingdom of Great Britain of him s^d. Pitt,—

Toor. with all Houses, Appūrt^s, &c.

And all the Estate, &c.,

TO HOLD the same unto s^d. Assēs, their Heirs & Ass^s., for ever,—

(a) The word "Bank^t." may now be substituted for the name, if preferred.

IN TRUST for the immed^e. preservⁿ. thereof,
BUT NEVE'LESS To & for the use, benefit & ad-
vantage of themselves, & all other the Cred^r. of
s^d. Pitt who had then sought, or should there-
after in due time come in & seek relief under or
by virtue of s^d. Commⁿ., accord^s. to the Stat^s.
therein ment^d.;

COVENANT by s^d. Assēes, for themselves,
their Heirs, Exōrs & Admōrs, with s^d. Comm^r.
part^s. to the now abst^s. Iñdre, their Exōrs &
Admōrs,—To use their best endeavours, to re-
cover the Estate & Effects of s^d. Bank^t., & when
the same should come into their possōn, with
all conv^t. speed to sell & covert the same into
Money; And also—to collect Debts,—to render
Acc^ts. to Comm^r. when required by them so
to do,—to pay sums rec^d. to Comm^r. for the
general benefit of s^d. Cred^r., & until a Di-
vidend should be made,—to pay Monies rec^d.,
when & as they should am^t. to £100, into a
Banker's hands,—& to indemnify Comm^r.

EXECUTED by the Comm^r. (part^s. thereto)
& duly att^d., &—

INROLLED in [Her Majesty's High Court
of] Chancery, the 19th. of Jan^r., 1839,
Roll 295.

19 Sept. BY ORDER of the Count of Bankcy, of this date,
1839. the s^d. Trade Assēes were directed to sell the before
abst^d. Prēs by auction.

2 & 3 BY INDENTURES of LEASE & RELEASE [of these
Nov. 1840

dates], the Rèle made betⁿ.—The s^d. G. Jones, of the 1st. part—The s^d. Jas. Thomas & John Williams (as such Assées as afs^d.), of the 2nd. part,— Paul Stone, of, &c., Gentⁿ., of the 3rd. part,—& Isaac Paine, of, &c., Yeoman, of the 4th. part,—after—

RECITING the s^d. Commⁿ. of Bank^t. against s^d. Pitt (p. 172);—

AND RECITING the before abst^d. Indres [of the 3^d. & 4th. days of March, 1827, & the 1st. day of Jan^y. 1839, (pp. 165, 171)];—

AND ALSO RECITING, that s^d. Jones under & by virtue of the Power of Sale cont^d. in the last abst^d. mortge, & with the privity of s^d. assées, caused s^d. Herédis [& Prés] thin & next hinafter ment^d. or referred to, to be put up to Sale by Public Auction, on the 10th. of Oct^r. then last, at which sale s^d. Stone was declared to bet he purc^r. thōf at the sum of £500, & he thūpon paid into the hands of the Auct^r. the sum of £60; by way of deposit, & in part of s^d. purc^r. money, conformably to the Condōns of such sale then exhib^d.;—

AND ALSO RECITING, that s^d. Pitt had then lately dep^d. this life, & that s^d. Dunn was also dead, & that it had been thfor^e. agreed that s^d. Herédis [& Premēs] should be conv^d. to s^d. Wood in manner thin & hinaft^r. ment^d.;—

IT IS WITNESSED, that in consōn [of the sum] of £60 so paid by s^d. Stone [to the auct^r. in part of s^d. purc^r. money] as afs^d., & [of the further sum] of £500 [the residue of s^d. purc^r. money,] then paid by s^d. Wood to s^d. Jones, with the approbⁿ of s^d. Assées (tested as thin ment^d.), [the pay^t. of which s^d. sum of

£60, & the Rec^t. of which s^d. Sum of £500, making tog^r. the Sum of £560, & that the same were in full for the abs^e. pur^e. of s^d. Herédis [& Prem^{es}], he s^d. Jenes & s^d. Asséees thereby ackn^d.,—THEY s^d. Jones & Thomas & Williams as such Asséees as afs^d. Did, & each of them Did, bargain, sell, alien, & release, & so far as they resp^{ly} lawfully could or ought, both by the rules of Law & Equity, Did, & each of them Did, grant & confirm unto s^d. Stone, & his Heirs,—

THE PARCELS afs^d. (as desc^d. in p. 158,—

Tog^r. with all Houses,—Appurts, &c.—

(In his actual poss^{on}, then being, &c.),—

AND the Reversion, &c.

AND all the Estate, &c.,

AND all Deeds, &c.

TO HOLD the same unto s^d. Stone & his Heirs,—

TO THE USE of such Person or Persons, upon such Trusts, for such Estates & Interests, Intents & Purposes, & in such Manner, & with, under & subject to such Powers, Decl^{ns}, & Agree^{ns}. as s^d. Stone should by Deed or Will duly executed direct or appoint, AND in default thereof,

TO THE USE of s^d. Stone during his life,—
AND after the determin^{on} of that Estate in his lifetime,—

TO THE USE of s^d. Paine, his Exors & Adm^{rs}, during the life of, & IN TRUST for, s^d. Stone & his Ass^e.,—with Rem^r.—

TO THE USE of s^d. Stone, his Heirs & Ass^e. for ever :—

COVENANT by s^d. Jones & by s^d. Assées, for themselves respily, & for their respive Heirs, Exōrs, & Admōrs, with s^d. Stone, his Heirs & Ass^s.—That they had done no act to encumber ;—

COVENANT by s^d. Platt for himself, his Heirs, Exōrs, & Admōrs, with s^d. Stone, his Heirs & Ass^s.—

That he was lawfully seised,—

Had good right to grant,—

For quiet enjoyment—against himself & all persons claiming under him or his ancestors,—

Free from all Incūmbs, &—

For further Assūrēe ;

EXECUTED by s^d. Jones & Assées, & duly att^d, &

RECEIPT for £560 by s^d Assēs end^d, signed, & witn^d.

CERTIFICATE by [A.B. & C.D.] 2 perpetual Comm^{rs} for the Co. of K. of the acknowledgment of the last abst^d lñdre (marked D) by Sarah Platt (a) endorsed thōn.

9 Dec^r.
1856.

OFFICIAL CERTIFICATE of such acknowledgment.

(a) If the Deed be acknowledged by more than one party here add the names and set out the Certificates, thus :

12 Novr. OFFICIAL CERTIFICATE of the acknowledgment by
1840. s^d. A. B.

16 Novr. OFFICIAL CERTIFICATE of the ackm^t. by s^d. C. D.
1840.

7 April, 1857. BY INDENTURE, of this date, made in pursuē of "An Act of Parl^t. to facilitate the conveyance of Real Property," betⁿ. The s^d. Paul Stone, of the one part, & Job Wood, of Wake aſd^d, Merchant, of the other part:

IT IS WITNESSED that, in consōn of £600 to s^d. Stone then p^d. by s^d. Wood, as thby ackn^d, He s^d. Stone DID grant unto s^d. Wood, his Heirs & Ass^e., for ever,—

THE PARCELS aforesaid, by the descⁿ. in p. 158.

1. TH^E s^d. Stone cōvtd with s^d. Wood,—
2. THAT he had a right to convey s^d. Lands to s^d. Wood, notwithstanding any act of s^d. Stone,—
3. THAT s^d. Wood sho^d have quiet possōn of s^d. Lands,—
4. FREE from Incūmbs,—
5. AND s^d. Stone fur^r cōvtd with s^d. Wood that he wo^d ext^e such fur^r assūrces of s^d. Lands as might be requisite (a).

DECLARATION That no widow of s^d. Wood should be dowable out of s^d. adſt^d Prēs or any part thōf.

EXECUTED by both s^d. parties & duly att^d, &—

RECEIPT for £600 end^d, signed, & witn^d.

(a) This is the quaint form and wording of the Act 8 & 9 Vict. c. 119, commonly called "Lord Brougham's Act;" but its illogical arrangement and compilation render it unworthy of so great a lawyer. In general, it may be as well to transcribe as to abstract such a Deed.

AS TO THE COPYHOLD PART OF THE PREMISES
CALLED "CROOK'S."

BY the Custom of the Manor—the eldest Son shall inherit the father,—the Widow [of the tenant dying seized] is entitled to Free-bench,—& a Fine of £250 certain, & a fat Heifer, as an Heriot, is payable on the Death of the Customary Tenant.

16 Oct. 1830. BY COPY of COURT ROLL, [of this date,] of the
Manor of Stoke, in s^d. Co^r. of Kent,—

IT IS STATED, that Wm. Bankes, Esqr. Lord of
s^d. Manor, at the Gen^l. Court Baron held in & for
s^d. Manor, on the 16th. of June, 1820,—

IN CONSIDERATION [of the sum] of £500 to him
then paid by s^d. John Gill, of Wake, within s^d.
Manor, Yeoman, as the Heir (claiming by custom) of
s^d. John Gill, late of the same place, Yeoman,—Did
grant unto s^d. Gill, by the hands of J. B., the
Steward of s^d. Manor [for the time being], seisin, by
the delivery of the Rod, accord^g. to the custom of the
same Manor, of—

ALL THAT Copyhold or Customary Messē or
Ten^t, with the Outho^s., Barns, Yard, Garden,
Orchard, or Paddock thūnto adjoins^s, & Close
or Parcel of Land thūnto belong^s, called
"Crook's," contains^s altog^r. by Estmōn 6a. 1r.
6p., situate [& being] within the Parish of
Wake & Manor a/s^d. th'tofore in the occōn of
John Crook, since of Wm. Crook, his son, then
late of s^d John Gill,—

Tog^r. with all App^rts, &c.

TO HOLD the same unto s^d. John Gill, & his
Heirs,—

TO BE HOLDEN of the Lord of s^d. Manor
by Copy of Court Roll (a), accord^r. to the Custom
thof, by Fealty, Suit of Court, Heriots, when
they should happen, & the ancient ann^r. Rents,
& other Customs, Duties, & Services thfore due
& of Right accust^d.; And so (saving the Rights
of the Lord,) s^d. John Gill was admitted Tenant
thereof in manner afores^d., & his Fealty was
resisted, &c.

12 Sept. BY DEED POLL (b), [of this date,] under the Hand
1834. & Seal of s^d. John Gill,—HE, s^d. John Gill, Do make
ordain, constitute, & appoint C. M., of &c., Gent^r.,
his lawful Attorney, for him & in his name & stead
to appear at the then next, or at some subseq^t General
or special Court Baron or Customary Court to be held
for s^d. Manor, & then & there to surr^r into the hands
of the Lord or Lords, Lady or Ladies, of the same
Manor, for the time being, by the hands & accept^re
of the Steward or Deputy Steward there then

(a) Sometimes it is held "at the will of the Lord, according to the custom," &c. This distinction should always be carefully shown, in order that it may be seen whether the property is actually Copyhold or Customary Freehold only; see ante, p. 18.

(b) Surrenders to the uses of wills were abolished by 1 Vict. c. 26, and therefore this and the next are given as forms only.

presiding, by the Rod, accord^e. to the Custom of s^d.
Manor,—

ALL & SINGULAR the Copyhold or Cust^y.
Herédis [& Prés], with the Appürts, which he
then held of s^d. Manor,—

AND the Reversion, &c.

AND all the Estate, &c.

TO THE USE & BEHOOF of such Person &
Psôns, & for such Estate & Estates, Ends, Intents
& Purposes, as he s^d. John Gill by his last Will
& Test^t. in Writing then already made, or thraf^r.
to be made, had given, dev^d. directed, limited, or
app^d., or should give, devise, direct, limit, or
appoint the same :

[**AND GENERALLY**, to do all such Things as should be
expedient for making such Surr^r. as afs^d.; which s^d.
John Gill thereby promised to allow & confirm (a).]

EXECUTED by s^d. Gill, & att^d. by 2 wit^e.

26 Oct. **BY COPY of COURT ROLL** [of this date], of s^d. Manor
1834. after—

RECITING the before abst^d. Grant & the last abst^d
Deed Poll [or Letter of Attorney];

IT IS STATED, That at a Court Baron held for s^d.
Manor, on the 16th. of Oct^r. then inst^t., s^d. John Gill,
one of the Cust^y. Tent^e. of s^d. Manor, by s^d. C. M.,
his Att^y. in that behalf [by virtue of the last abst^d.

(a) This clause may always be omitted, unless the particular terms of the power have been necessarily exceeded.

Deed Poll, or Power of Attorney, inrolled at that Court, lawfully constit^d, Dd, in open Court, sur^r. into the hands of the Lord of s^d. Manor, by the hands & accept^{re}. of s^d. [J. B.. the] Steward [there for the time being], by the Rod, accord^g. to the Custom of s^d. Manor,—

THE PARCELS af^d.,—(as desc^d. in the last ab^d. Copy of Court Roll, p. 179,)—with thei Appurts,—

AND the Reversion, &c.

AND all the Estate, &c.

TO THE USE & BEHOOF of such Person & Psōns &c. [precisely as in the last form. (a)]

25 Jany. BY WILL of this date,—The s^d. John Gill, then of 1839. Wake af^d. Yeoman, gave & beq^d. (inter alia)—

ALL THAT his Copyhold or Cust^r. Tent^t. called "Crook's" as the same was then in his own occōn,—

UNTO his two Sons Mark & Luke Gill, share & share alike ;—

TO HOLD the same unto them s^d. Mark & Luke Gill, & their Heirs for ever, accord^g. to the Custom of s^d. Manor,—

SUBJECT nevēless to the Pay^t. of his just Debts

(a) This, and similar references, marked with an asterisk, throughout the following Copies of Court Roll, are made merely for the sake of confining this work within a prescribed limit, and not for example.

. . . & Fun^l. & Testy. Exp^l. (a), & the Pay^t. & Perform^{ce}. of the Rent, Heriots, Customs & Services thefore due & of right accust^d. in respect thereof;

AND s^d. Testor revoked his former wills & app^d. s^d. Luke Gill sole Ex^r of s^d. will which was—

EXECUTED & publ^d. [by s^d. J. Gill,] in the pres^{ce}. of & att^d. by 3 wit^s.

NOTE.—This will [*if so,*] has not been proved, but it is registered, so far as it relates to the before abet^d. Pr^{es} on the Court Rolls of the s^d. Manor.

26 June, THE s^d. John Gill died, without revoking or altering
1840. the last abet^d. Will, which was proved by Luke Gill,
the sole Ex^r, in the Prerogative Court of Canterbury
on the 7th. of Sept^r., 1840.—

CERTIFICATE of his Burial (b).

30 Oct., THE HOMAGE presented the death of s^d. J. Gill.
1844.

30 Oct., BY COPY of COURT ROLL, [of this date,] of s^d. Manor
1844. after—

RECITING the last abet^d. Will [of s^d. John Gill]:—

(a) Real Estates are, without express charge, made liable to Debts by 11 Geo. 4 & 1 Will. 4, c. 47, but express charges should thus be shown.

(b) See ante, p. 156, n. (a).

IT IS STATED, That at a Court Baron that day held for s^d. Manor s^d. Mark Gill & Luke Gill [s^d. two Sons & Devis^s. named in the last abst^d. Will of s^d. John Gill], attended & claimed to hold of the Lord of s^d. Manor, by virtue of s^d. Will, & prayed to be admitted Ten^{ts}. in Fee-simple of—

THE PARCELS afs^d.—(by the descⁿ. cont^d. in the before abst^d. Copy of Court Roll of the 16th of Oct^r, 1830, p. 179) :—

TO WHOM the Lord [of s^d. Manor], by the Steward then & there presiding, granted seisin thereof, by the Rod, of—

THE SAME Premēs, with the Appūrts ;

TO HOLD the same unto them s^d. M. Gill & L. Gill, & their Heirs,—

TO BE HOLDEN, &c. (**as ante*, p. 180, down to) & so (saving the Rights of the Lord), s^d. M. Gill & L. Gill were admitted ten^{ts}. thōf & paid the Lord on such admission a Fine of £250 & a fat Heifer, as an Heriot, & their Fealty was respited, &c.

7 March, BY COPY of COURT ROLL, [of this date,] of s^d. Manor,—
1846.

IT IS STATED, That s^d. Mark Gill, then of &c., Yeoman, who claimed to hold one moiety or half-part (the whole into two equal parts being divided, or considered as divided), of & in the Herēdits [& Premēs] last ment^d., by virtue of the last abst^d. Will,—at a Special Court Baron held in & for s^d. Manor, on the 1st of March then inst^t,—

IN CONSIDERATION of £200 to him then paid by

Rob^t. Wye, then of, &c., Gent^z., surrend^d into the Hands of the Lord of s^d. Manor, by the hands & accept^{ce} of s^d [J. B.. the] steward [there for the time being], accord^g to the custom of s^d. Manor,—

ALL THAT his undivided moiety or half-part [the whole into two equal parts being divided, or consid^d. as divided,) of and in—

THE PARCELS afs^d.—(see p. 179) —

TOGETHER with the Appurts, &c.

AND all the Estate, &c.

TO THE USE & behoof of s^d. Wye, his Heirs & Ass^e. for ever,—SUBJECT, nevēless, to a—

PROVISO [or Condōn] for Redōn & for making void the now abst^g. Surre^r., on pay^t. by s^d. M. Gill, [his Heirs, Exōrs, Admōrs, or Ass^e.], unto s^d. Wye, [his Exōrs, Admōrs, or Ass^e., of the full sum] of £200 sterling, with Int^t. for the same after the rate of £5 per Cent. per Ann., on the 7th of Sept^r. then next (being the same princ^l Sum & Int^t. as were ment^d. to be secured by the Bond of s^d. M. Gill to s^d. Wye bears even date with the now abst^g Surrender).

Same date BY BOND [of this date (a) s^d. Mark Gill bound himself, his Heirs, Exōrs & Admōrs, unto s^d. Wye, his Exōrs, Admōrs & Ass^e. in the Penal sum of £400,—

UPON CONDITION, that upon pay^t. of s^d. sum of £200 & Int^t. accord^g. to the last abst^d. proviso, the same oblōn should be void :

(a) See ante, p. 144, n. (a.)

... EXECUTED by s^d. M. Gill & duly att^d.; the same being stated to have been first audibly & distinctly read over to him, he being blind, & he expressly declared that he perfectly understood it (a).

Same date BY COPY of Court Roll, [of this date,] of s^d. Manor after—

RECITING the last abst^d. Surr^r.,—

IT IS STATED, That at the Court Baron held for s^d. Manor, on that day, s^d. Wye came & prayed to be admitted tenant of—

THE PARCELS desc^d. in the last abst^d. Surr^r. with the Appūrts thūnto belong^s :—

TO WHOM the Lord of s^d. Manor, by the Steward there, granted seizin, by the Rod, of—

THE SAME Herēdits [& Premēs], with the Appūrts,—

TO HOLD the same unto s^d. Pitt & his Heirs,—

SUBJECT nevēless to, & upon the condōn ment^d in s^d. last abst^d. Sur^r. &—

(a) If deaf or dumb, instead of the above, add—“the same being stated to have been first duly interpreted to him by sign, (that being the usual mode of communicating with him); & that he expressly signified he perfectly understood the same,” [or, “the nature & purport thoreof,”] (according to the words employed.)

It is the better way to show these special attestations

TO BE HOLDEN, &c. (*as p. 180).

5 Feb. 1850. BY COPY of COURT ROLL, [of this date,] of s^d. Manor after—

RECITING the last abst^d. Surr^r. & Admittance,—

IT IS STATED, That at a Court Baron that day held for s^d. Manor s^d. Wye, in consōn of £205 (being the amt. of all Princ^l, Int^r. & other Monies due to him upon or by virtue of the last abst^d. Sec^e.) to him then paid by s^d. M. Gill, surr^d. into the hands of the Lord of s^d. Manor, by the hands & accep^{ee}. of the Steward there, by the Rod, accord^e. to the custom of s^d. Manor,—

THE PARCELS comp^d. in the last abst^d. Surr^r. & Admitt^{ee}.,—

TOGETHER with the Appurts ;
AND all the Estate, &c.

TO THE INTENT that the same may be re-granted unto & to the use [& behoof] of s^d. M. Gill, his Heirs & Ass^r. for ever,—[FREED & absolutely] Dische^d. from the Proviso or Condōn for Redōn cont^d. in the last abst^d. Surr^r. & all other Right & Equity of Rendōn what^r.,—nevēless

TO BE HOLDEN of the Lord of s^d. Manor accord^e. to the custom of the same Manor, &c.
(*as ante p. 180).

when they occur (which is but seldom), so that the efficacy of the deed or document may be considered.

2 March, BY COPY of COURT ROLL [of this date,] of s^d. Manor,
1854. after—

RECITING the last abst^d. Surr^r.—

IT IS STATED, That s^d. M. Gill, at a Special Court Baron that day held for s^d. Manor, attended & prayed to be re-admitted tenant of—

THE PARCELS comp^d. in the last abst^d. Surr^r.,
with the Appurts;

TO WHOM the Lord of s^d. Manor, by the Steward there, granted seisen, by the Rod, of—

THE SAME Herèdits [& Premés], with the Appurts,—

TO HOLD the same unto s^d. M. Gill, & his Heirs & Ass^r. for ever,—

TO BE HOLDEN of the Lord of s^d. Manor,—
[FREED &] Dischéd from the Proviso [or Condón] for Redón, & all other Right & Equity of Redón whatsr., under or by virtue of the before abst^d. Surr^r., of the 7th March, 1846 ;—Nevēless, according to the custom of s^d. Manor, &c. [*as p. 180.]

25 Octr. BY COPY of COURT ROLL [of this date,] of s^d. Manor,
1854. after—

RECITING the last abst^d. Will (p. 182),—

IT IS STATED, That s^d. Luke Gill, who claimed the other undivi^d. moiety or half-past [(the whole into 2 equal parts being divided, or consid^d. as divided,)] of & in the Herèdits [& Premés], comp^d. in the same Will, at a Court Baron that day held for s^d. Manor,—

IN CONSIDERATION of £284 to him paid by s^d. M. Gill,—[Hs s^d. L. Gill,] in open Court, surr^d. unto the Lord of s^d. Manor, by the hands & accept^e. of W. Wing,] the Deputy Steward then & there presiding, by the Rod, accord^g. to the custom of s^d. Manor,—

ALL THAT his undivided Moiety, &c. (*as p. 185).

TOGETHER with the Appurts, &c.

AND all the Estate, &c.

TO THE USE of s^d. M. Gill, & his Heirs for ever;

AND the s^d. M. Gill, being pers^y present, was adm^d tenant to the Herēdits [& Premēs] last ment^d;

TO HOLD to him s^d. M. Gill, & his Heirs for ever,—

TO BE HOLDEN of the Lord of s^d. Manor by Copy of Court Roll, accord^g to the Custom, &c. (*as p. 180).

21 & 22 July, 1855 BY INDENTURE of LEASE & RELEASE, [of these dates,] the latter made betⁿ Wm. Bankes of Doncaster, in the Co^v. of York, Esq^r. (Lord of s^d. Manor [of Stoke,]) of the one part, &—The s^d. Mark Gill, of the other part,—after

RECITING that s^d. Bankes was seised to him & his Heirs of s^d. Manor for an Estate of Inhānce in Fee-simple in possōn, free from all Incūmbs. whatsr^r.;

AND RECITING the before abst^d Copy of Court Roll of the 16th Oct^r. 1830 (p. 179),—the before abst^d. Will, of the 25th Jan^y. 1839 (p. 182),—the

last abst^d. Deed Poll [of the 25th Oct^r., 1854]
(p. 188);

AND ALSO RECITING, that the wife of s^d. Bankes was not entitled to Dower in, or out of s^d. Herēdits, the same having been barred by a Sett^ent previously to their Marriage;

AND ALSO RECITING, that s^d. Bankes had, at the pārlar req^t. of s^d. M. Gill, & in consōn [of the sum] of £300, consented to enfranchise the Copyhold or Cust^y Ten^{ts}. & Herēdits so held by s^d. M. Gill of s^d. Manor afs^d.:

IT IS WITNESSED, that in consōn [of the sum] of £300 to him s^d. Bankes then paid by s^d. M. Gill, He s^d. Bankes, Did grant, bargain, sell, alien, release, enfranchise, & confirm unto s^d. M. Gill, (in his actual possōn then being, &c.) & to his Heirs,—

ALL THOSE undiv^d. moi^a. or half-parts (making tog^r. the Entirety) of—

THE PARCELS comp^d [in & desc^d.] in the before abst^d. Copy of Court Roll, of the 16th of Oct^r, 1830 (p. 179),—

TOGETHER with all Houses, &c. — Rights, liberties, franchises, rents, heriots, suits, services, duties, customs, burthens, & appūrts whatsr. to the same Herēdits [& Prēs], belong^g or in anywise incident or appert^g (a),—

(a) These general words should be set out, in order to show that there is no right, or privilege, reserved to, or left in the Lord; but whenever an exception follows them, it is, of course, equally proper to state that likewise.

AND the Reversion, &c.

AND all the Estate, &c.

Toget^r, with attested copies of all Deeds, &c.

TO HOLD the same unto s^d. M. Gill, his Heirs & Ass^e.—

TO THE ONLY USE of s^d. M. Gill, his Heirs & Ass^e. for ever,—FREED & absolutely acquitted, exon^d, & disch^d thenceforth & for ever thafter, from all manner of cust^y Fines, “Rents, Heriots, Suit of Court, Amerciamts, Forfeitures & other cust^y Pay^ts, Duties, Services, & Penalties what^r, which by, or accord^r. to the custom of s^d. Manor, the s^d. Heréditions [& Premés]” so enfranch^d, or any part thof, “were or was, or had been subject or liable to, or charged with, or which would owise be payable to, or to be done & performed for the Lord or Lady, Lords or Ladies for the time being of s^d. Manor, for or in respect of the same Heréditions [& Premés], as Copyh^d holden of s^d. Manor :”—

DECLARATION & AGREEMENT, That nothing in the now abst^e Indre cont^d. was meant to, or should enfranch^e any other part or parts of the Copyh^d Heréditions lying within s^d. Manor, or acquit, release or disch^e, any other Heréditions from any fines, &c. (as within inverted commas—above.)

AND IT IS ALSO WITND^d, that for the consôns afs^d, & in order to preserve to s^d. M. Gill, his Heirs & Ass^e. all such Rights of Common in, upon & over the Waste Lands of s^d. Manor, or he s^d. M. Gill, or any of his ancestors, or predeces^r., had thtof^e. held, used, & enjoyed, as belong^s. or appurt^t. to the last

abst^d. Herēdits [& Prēs], notwithstanding the enfranchism^t. of the same,—He s^d. Bankes D^m grant & confirm unto s^d. M. Gill, his Heirs & Ass^d., for ever,—

ALL such Commonage, & Right or Title, of, or to Comñage, of what nature or kind so^r, in, upon, & over all or any of the Wastes, Com^u. & Cōmable Land of, or belong^g. to s^d. Manor, as he s^d. M. Gill, immed^y. previous to the execōn of the now abst^d. Indre, or any of his ancestors or predec^r., held, possēd or enj^d. in respect of, or appurt^t. or belong^g. to, all or any of the Herēdits & Premēs so enfranchd^d. as afs^d.,—

AND all the Freehold & Inhānce of such Com'ble Rights, &c.

TO HOLD the same unto s^d. M. Gill, his Heirs & Ass^d., in as ample & benefi^l. a manner [to all intents & purposes] as he s^d. M. Gill, or any of his ancestors or predec^r., had thtōfore used & exercised the same, or as he or his cust^y. Heirs could or might have used & exercised the same, if s^d. Herēdits [& Premēs] last desc^d. had not been so enfran^d. as afores^d.;

COVENANT by s^d. Bankes, for himself, his Heirs, Exōrs & Admōrs, with s^d. M. Gill, his Heirs & Ass^d.,—

That he was seised in Fee,—

Had full power to enfranchise & convey, in manner afs^d.,—

For quiet enjoyment,—

Free from incumbrances,—

For further assurance, &

To produce & show, at the costs of the party requiring the same (a), the following Deeds, Evidences & Writings, unto s^d. M. Gill, his Heirs & Ass^s., [or to his or their Counsel, Attorney or Agent, in any Court of Law or Equity, or upon any Commonⁿ for the Examⁿ of Wit^s, &] upon every [other] reas'ble occasⁿ. & to give true, neat & att^d. Copies, Abst^s. & Extracts thōf; And, in the meantime, to preserve the same [Deeds, Evid^s. & Writings] safe, undefaced & uncan^d., Fire, & other inevitable accidents, excepted:

PROVISO, DECLARATION, & AC^{RE}M^t. that if s^d Bankes, his Heirs or Ass^s shōd at any time thrfter, at his or their own expense, procure from the person or or pson^s in whose custody s^d. Title Deeds, Evid^s., & writings shōd. then be, a similar cov^t. to that last abst^d & deliver the same to s^d Gill, his Heirs, Appt^s or Ass^s, then the last abst^d. cov^t. shall thenceforth become void.

[*The Schedule should be here copied verbatim.*]

EXECUTED by s^d Bankes, & duly att^d &—
RECEIPT for £300, ind^d, signed & witn^d.

2 & 3 BY INDENTURES of LEASE & RELEASE, [of these May, 1856 dates,] the latter made betⁿ—The s^d. Wm. Bankes, of the 1st part,—Wm. King & Septima King, his Dan^r., (a minor of the age of 20 years on the 10th of Jan^r.

(a) *Or, “ of the s^d. Gill, his Heirs & Ass^s.”*

last,) of the 2^d part,—Tho^r. Rix & Wm. Smith, of the 3^d part,—Sam^l. Brown & John White, of the 4th part; after—

RECITING that a Marr^e. was then int^d. to be solemn^d. betⁿ. s^d. Bankes & S. King,—

IT IS WITNESSED, that in consôñ of s^d. int^d. Marr^e., AND also in consôñ of £12,000 agreed to be paid by s^d. W. King to s^d. Bankes upon the solemnⁿ. thôf, as the Marr^e. Portion of s^d. S. King;—AND for making a provⁿ. for her in case she should surv^e. s^d. Bankes, & for the Issue (if any) of s^d. int^d. Marr^e.;—AND ALSO in consôñ of 10s. paid to s^d. Bankes by s^d. Rix & Smith;—He s^d. Bankes DID grant, bargain, sell, alien & release unto s^d. Rix & Smith (in their actual possôñ, &c.) & to their Heirs,—

A CERTAIN Estate, situate at Doncaster in the Co^v. of York, called "Bell vue Park," with the Appûrts thûnto belong^g., then in his own occôñ or [in the occôñ of W. D. & W. T.] his undert^{ts}.,—

AND the Reversion, &c.

AND all the Estate &c.

TO HOLD the same unto s^d. Rix & Smith, & their Heirs, To THE USES, upon the Trusts, & for the intents & purposes following, viz.—

TO THE USE of s^d. Bankes & his Asss^e., during his life; AND in case of forfeiture in his lifetime, then—

TO THE USE of s^d. Rix & Smith, & their Heirs, during his life, IN TRUST to preserve con-ting^g. Remⁿ.,—Rem^r.;

TO THE USE & INTENT that s^d. S. King, if then living, & her Ass^e., might receive there-out an Ann^y. or clear yrl^y. sum of £500, payable quarl^y.;

DECLARATION & AGREEMENT, & par'lardy by & betⁿ. s^d. Bankes & S. King, that such Ann^y. sho^d. be [taken &] received by her as & in full for her Join-ture, & in satisfⁿ. & bar of all such Dower or Thirds, or other estate at Comⁿ. Law, or by Custom, which she might have claimed in or out of all or any of the Freehold & Copyh^d. Herēdits of which s^d. Bankes might be seised during the covariance betⁿ. them ;

WITH divers Rem^rs. over, [as in the now abst^e., Iñdre is expressed :]

EXECUTED by all parties, except s^d. S. King, & duly attested & by s^d. S. King, on the 12th. of January 1859.

10 May, 1856. MEMORANDUM, of this date, of the Registry of the last abst^d. Iñdre at York, endorsed & signed.

5 May, 1857. BY WILL of this date, the s^d. Mark Gill (amongst other things) gave & devised—

ALL his Property called "Crook's," then in his own occōn,—

UNTO his son-in-law Tho^s. Green of &c., Grocer, his Heirs & Ass^e., for evermore :

AND s^d. Testator, after revoking his former wills, app^d s^d. T. Green, sole Exōr of his s^d. will :

... EXECUTED & publd. [by s^d. M. Gill,] in the
pres^{ce}. of, & att^d. by 3 Witnesses.

7 June,
1858. BY A CODICIL annexed to the last abstr^d. Will &
which he dir^d. should be [taken &] consid^d. as part
thof; s^d. M. Gill gave & beq^d. unto his nephew
Henry Gill (son of his brother, s^d. Luke Gill),—

A Legacy [or Sum] of £100,—

AND CHARGED the same sum upon, & directed it to be
paid by s^d. Green out of the last ment^d. Premēs;—
AND subject thereto, & to the pay^t. thereof,—

SAID Testōr confirmed his s^d. Will in all other
respects :

AND s^d. Testōr also dir^d. & decl^d. his Will to be,—
That in case s^d. Green should neglect or refuse to pay
the s^d. Legacy to s^d. H. Gill within 6 cal^r. months
next after his dec^e., then, or as soon as conveny. could
be thāfter, his s^d. Exōrs, Green & Stone should sell
& dispose of s^d. Herēdits [& Premēs], either by
Public Auc^a. or Private Cont^t., as they should think
fit, for the best price that could be obt^d. for the same;
AND ALSO that they his s^d. Exōrs sho^d. stand possēd
of the Mo^s. to arise by such sale & the rents & pro
fits (if any) rec^d. by them in the meantime,—

UPON TRUST, [in the first place,] to pay the
Exp^s. attend^g. such sale & the recovery of the
Rents & Profits of s^d. Herēdits [& Prēs]; AND,
[in the next place, &] subject thereto, [IN TRUST]
to pay s^d. Legacy [or Sum] of £100 to s^d. H.
Gill, his Exōrs, Admōrs or Ass^s., or as he or
they sho^d. direct or appoint. AND [in the last
place, IN TRUST] to pay the [Surplus or] Residue

of such Trust-monies to s^d. Green, his Ex^{ors}, Adm^{rs} or Ass^s, or as he or they should direct or appoint:

EXECUTED & publ^d. by s^d. M. Gill in the pres^{ce}; of, & att^d. by 3 Wit^s.

6 Jan^y.
1859 THE SAID M. Gill died, & his s^d Will & Codicil was duly proved by s^d Green, the Ex^{or} th^{of}, in the Court of the Royal Peculiar & Exempt Jurisdiction of D. in the Co^r of Kent, on the 13th of March following.

CERTIFICATE of his burial.

16 Feb.
1859. BY DEED POLL, [of this date,] under the Hand & Seal of the s^d Henry Gill, then of No. 19, Rue Richlieu, in the City of Paris, Upholsterer, He s^d. Gill did [constitute &] appoint John Grant, his Ex^{or} & Adm^{or}, his [lawful] Attorney for him, s^d. H. Gill, & in his name to sign, seal, & as his act & deed, in due form of law, deliver—

A CERTAIN I^{ndre}, bears^s. or int^d to bear date on or about the 25th of March then next, & to be made between him s^d H. Gill, of the one part, & s^d Tho^r. Green, of the other part (*as the case may be*).

AND s^d. H. Gill did, by the now abst^s. I^{ndre}, promise to agree to ratify & confirm whats^r. s^d. Grant shd. do or cause to be done in the prés by virtue th^{of}. (a).

(a) Or, "Executed in the presence of, & attested by the British Consul at Paris, on the 23^d of Dec^r, 1859."

25 March, BY INDENTURE, [of this date,] made betw.—The
 1860. s^d. Henry Gill, (therein described as the Nephew &
 Heir-at-law, & also Legatee named in the Codicil to
 the Will of s^d. M. Gill dec^d.,) of the one part,—& the
 s^d. Tho^s. Green (as Devisee named in the s^d. Will,) of
 the other part, after—

RECITING the last abstr^d Will & Codicil;

AND RECITING that s^d. M. Gill died on the 6th
 of Jan^y., 1859, without having altered or revoked
 his last Will, except as afores^d., & his s^d. Will &
 Codicil, had then lately been proved in the Prerog^e
 Court of Canty. by the s^d. Green [the Ex^{or} thof]:

AND ALSO RECITING, that s^d. H. Gill was
 satisfied that his uncle, being of sound mind & un-
 derst^d., fully meant & int^d to give & devise the s^d.
 Herēdits last ment^d. to s^d. Green by his s^d. Will,
 in manner thin ment^d.; & being thfore desir^d to fur-
 ther the int^d. of s^d. Testōr, & also to prevent doubt,
 litigat^d., & the exp^e. of proving s^d. Will in the
 Court of Chan^y., by exam^s. Wit^s. to perpetuate the
 testimony thereof, he had, at the request of s^d.
 Green [consented &] agreed to [ratify &] confirm
 the s^d. Will as thin & hinafter ment^d.:

IT IS WITNESSED, that for the pposes afores^d. AND
 for prevent^s all questions, controv^s. & disputes, & all
 suits in Equity whatsr^o, concerñg the validity or exēcon
 of s^d. Will; AND ALSO in consōn [of the sum] of
 £100 to s^d. H. Gill then paid by s^d. Green, in [full
 pay^t. &] discharge of s^d. Legacy so beq^d. to him by
 the last abstr^d. Codicil as afores^d., HE s^d. H. Gill Dm^d
 bargⁿ, sell, ratify, & confirm unto s^d. Green, his Heirs,
 & Ass^s.—

ALL & SING^r. the Herēdits & Premēs given & devised to him s^d. Green in & by the last abstd Will, [of s^d. M. Gill, dec^d.]

To^r with the Appūrts thūnto belongs.—

AND the Reversion, &c.

AND all the Estate, &c.

TO HOLD the same unto, & to the use of s^d. Green his Heirs & Ass^e: for ever.

AND IT IS ALSO WITNP^D., that for the pposes afs^d. He s^d. H. Gill Dm, for himself & his Heirs, ratify, confirm, & establish s^d. Will [of s^d. M. Gill, dec^d.,] & the gift, devise, & limōn thin cont^d. of the Herēdits [& Premēs] last above desc^d. accord^s. to the true means, thōf of s^d. Testōr:

COVENANT by s^d. H. Gill with s^d. Green that he had done no act to incumber;

EXECUTED by s^d. Gill, (by John Grant his s^d. Attorney,) [on the s^d. 23rd of Dec^r., 1859,] & duly att^d. &—

RECEIPT for £100, end^d., signed & witn^d.

4 July, 1856. BY INDENTURE, of this date, made in purs^{ce} of "An Act to facilitate the convēyce of Real Property," betⁿ the s^d. Tho^s. Green, of the one part, & Wm. White, of Wake, aforesaid, Draper, of the other part:

IT IS WITNESSED, that in consōn of £350 to Green then p^d. by s^d. White (as thby ackn^d.) He s^d. Green Dm grant unto s^d. White, his Heirs & Ass^e. for ever,—

THE PARCELS aforesaid. (as described in the last abstract, Indre), which were then granted on a lease, bearing date 10th of Octr. then last, to Amos Poore for a term of 7 years commences the next day.

TOGETHER with all Rights, Appurts, &c.

AND s^d. Green covenanted with s^d. White,—

THAT he had the right to convey,

FOR quiet enjoyment,—

FREE from all Incumbrances,—

AND for further assurance:

DECLARATION by s^d. Banks that his Wife should not be Dowable out of the s^d. Premises.

EXECUTED by s^d. Green, & duly attested, &—

RECEIPT for £300 endorsed, signed, & witnessed.

18 Oct., 1862. BY INDENTURE, of this date, made between s^d. Thos. White, (a Bachelor), of the one part, & Benjⁿ. Roberts, of Com. Kent, Grocer, Wm. Hurst, of the same place, Draper, & Wm. Avon, of the same place, Maltster, of the other part,—

RECITING the before abstract, Will & Codicil & death of s^d. M. Gill, & of the last abstract, Deed Poll & Indre:

AND RECITING that s^d. Roberts, Hurst, & Avon were three of the Trustees of "The W. [Permanent] Benefit Building Society," & that by the Rules & Regulations of such Society, 5s. each month were to be contributed by subscribers

thereto in respect of each share in the funds of such society ;

AND RECITING that s^d. White, being a member of s^d. society, had taken up & subsc^d. for 12 shares ; & that s^d. society had, th'fore, agreed to advance & lend him the sum of £360 on security of s^d. abst^d. Prés.

IT IS WITNESSED that, in consón of £360 to s^d. White then paid by s^d. Roberts, Hurst, & Avon (a), as such Treés for & on behalf of s^d. society, He s^d. White Did grant & release to s^d. Roberts, Hurst, & Avon, & their Heirs,—

THE PARCELS afs^d., by the desc^a. cont^d. in the before abst^d. Indres of the 21st & 22nd of July, 1855, (p. 189).

AND the Revón, &c.

AND all the Estate, &c.

AND all Deeds, &c.

TO HOLD the same unto s^d. Roberts, Hurst, & Avon, & their Heirs ;

TO THE USE of s^d. Roberts, Hurst, & Avon, & their Heirs & Ass^a. [for ever] ;

UPON TRUST so long as s^d. White, his Heirs & Ass^a., did & shd^d. pay the s^d. Subsc^ans. & perform the Rules prescribed in & by s^d. recited articles & the cov^a. in the now abst^d Indre

(a) The word " Trustees " can be used instead of their names throughout the rest of the form.

... cont'd.—to permit s^d. White, his Heirs & Ass^{es}., to hold & enjoy s^d. abst^d. Prēs, to rec^e. the Rents & Profits thōf;

POWERS for s^d. Treēs to recover & retain the Rents & Profits of s^d. abst^d. Prēs:

POWER to sell s^d. abst^d. Prēs, or any part thōf, in default of payment [of s^d. subscr^{ns}.], with Declōn that the Rec^e. of the Treēs for the time being sho^d. be effectual [or suff^r.] discharges:

COVENANT by s^d. White to pay s^d. subscr^{ns}. accordy.;

That he was lawfully seised;

Had good right to grant;

For quiet enjoyment;

For further assūrce:

EXECUTED by s^d. Green & duly att^d.

RECEIPT for £360, end^d., signed & witn^d.

THE following endorsement appears in the last abst^d. Iñdre:—

“BY VIRTUE of the Act 6 & 7 W. 4, c. 32, s. 5, we the undersigned, being Trustees for the time being of the within ment^d Benefit Building & Investment Society, Do hereby acknowledge to have [this day] rec^d. of & from the within named S. ALL Monies int^d. to be secured by the within written

deed. As witness our hands, this 22^d day of July, 1847" (a).

SIGNED by s^d. Trustees [*or*, by 3 Trustees, namely, Benj^a. Jones, John Jeans, & Wm. Ford] & att^d.

31 Aug. BY INDENTURE, of this date, made betⁿ. the s^d. 1867. Wm. White, of the 1st part,—Wm. Warn, of No. 39, Aldersgate Street, Merchant, Robt. Roe, of No. 2. Poultry, in the City of London, Merchant, & John Teal, of Milbrook Cōm., Southampton, Gent., (three of the creditors of s^d. White,) of the 2^d part,—& The sev^l. other persons whose names are thūnto set & subscribed & seals affixed, also cred^{rs} of s^d White,) of the 3^d part:

RECITING that s^d White was then justly indebted to the sev^l parties thto of the 2^d & 3^d parts in the sev^l sums set opposite their rēspive names in the schedule thūnter written, which he was unable to pay or satisfy;

AND RECITING that he s^d White was seized of (int. al.) s^d abst^d Prēs, subject only the last abst^d mortgage.

AND RECITING that he s^d. White being desirous that all his Creditors should be paid equally

(a) *Or*, it may be more concisely given, thus—

" RECEIPT by s^d. Trustees, pursuant to the 6 & 7 W. 4, c. 32, s. 5, for £—, the full am^t due on the last abst^d Indre, end^d, sign^d & wit^d."

as far as his property would extend, had proposed & agreed to assign s^d. abst^d. prēs, with his personal estate & effects, to s^d. parties of the 2^d. part upon the trusts thinaf^r. exp^d.

IT IS WITNESSED that [for the purpose of carrying s^d. Agree^t. into execōn, &] for the nominal consōn thin exp^d. HE s^d. White DID grant & release unto s^d. parties of the 2^d. part (together with other property in [the Cov. of] Middlesex.)

ALL his Freehold Messēs, Lands, & Herēdits situate at Wake afs^d., & then in the oocōn of R. D., (being the before abst^d. Prēs,) —

AND all other the Freehold Messēs, Lands, & Herēdits, whats^r. & wheres^r. of which he s^d. White, or any person or psōns in trust for him, was or were seised or posseased; —

AND all appūrts thto rēsply belong^s. —

AND the Revōn, &c.

AND all Equity of Redōn &c.

AND all the Estate &c.

TO HOLD the same unto s^d. Warn, Roe & Teal & their Heirs (a).

TO THE USE of s^d. Warn, Roe & Teal, their Heirs & Ass^s. for ever.

SUBJECT, nevēles, to the s^d. last abst^d. mortg^e.

(a) See ante, p. 201, n. (a).

UPON TRUST with all conv^t. speed to sell & abs^r. dispose thōf either tog^r. or in parcels, by public auction or private cont^t. & either tog^r. or in pcēls, & with or with^t. special conditions relating to the Title or orwise, for the best price or prices that cou^d. be got then or reāsby expected for the same; & to convey & assure the same, when sold, unto the purc^r. or respive purcr^r. thōf or as he or they sho^d. direct:

DECLARATION & AGREEMENT that every Rec^t. which should be given by s^d. Warm, Roe & Teal, or the Surv^r. or Surv^r. of them, or the Heirs or Ass^t. of such Surv^r. should effectually dische^e. the purc^r. or purch^r. of s^d. abst^d. Prēs from all liability to see to the applōn of the purc^r. or other mo^t. thin exp^d. to have been rec^d. & for the misapplōn or non-applōn thōf :

INDEMNITY to the Trustees.

COVENANTS by s^d. White that he was lawfully seised, subject to s^d. abst^d. mortg^e.

For quiet enjoyment, except as against s^d. parties of the 2^d. part,—

Free from incūmbs, except s^d. Mortge.

For fur^r. Assurance :

EXECUTED by all s^d. parties & duly att^d.

20 Sep. 1866. **BY AN ENDORSEMENT** on the last abst^d. Iñdre it appears that such deed was, on this date, duly

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registered [by virtue of the Act (a) of Parliament for that purpose] at the Registry for the County of Middlesex. [No. 8753.]

SEARCHES for Crown Debts, Annuities, & judgm^{ts}. affecting this property within the last 5 years have been made, but none were found.

AS TO THE LEASEHOLD PART OF THE SAID PREMISES, CALLED "JACKSON'S,"

29 Sep. 1840. BY INDENTURE of LEASE, [of this date,] made betw. John Hart, of &c., of the one part, & George Long, of &c., of the other part ;

IT IS WITNESSED, that as well in cons^{on} of the rents, covenants, cond^{ns}, & agreem^{ts}. thinafter reserved & cont^d. [& hinafter ment^d.],—as also in cons^{on} of £100, to s^d. Hart then paid by s^d. Long,—He s^d. Hart, Did grant, bargain, sell & demise unto s^d. Long, his Ex^{rs}, Adm^{rs}, & Ass^{ts}.—

ALL THAT piece or parcel of Land or Ground whereon a Mess^e or Dhouse, Shop, Offices, & other Outbuild^{gs}. then lately stood, & occup^d. by Tho^s. Foe, com^{ly} called or known by the name of "Jackson's," contain^s. altogr. by estm^{on} 1a: 2r: (more or less), sit^e. at Wake afs^d., & then unocc^d.—

(a) This Act can be referred to by date; thus—by virtue of the stat. 7 Anne, c. 20.

TOGETHER with all Ways,—Appurts, &c., except a certain right of way for A. B. & his ten^{ts}, &c. (*setting out the exception fully*)

AND all the Estate, &c.

TO HOLD the same unto s^d. Long, his Exors, Admors, & Ass^s., from the day of the date of the now abste. Indre for the term of 99 years,—If he s^d. Long, then aged about 33 years, John his Son, then aged about 6 years, & Wm. Long (son of Philip Long then of &c.), then aged 4 years or thābouts, or any or either of them should happen so long to live;

AT [OR UNDER] the yearly Rent of £3, payable on the 25th. of March, & the 29th. of Sept^r. in every year, the first pay^t. whōf was to be made on the 25th. of March then next;

COVENANT by s^d. Long, for himself, his Exors, Admors, & Ass^s., with s^d. Hart, his Exors & Admors,—For pay^t. of s^d. Rent accordingly,—& all Rates, Taxes, &c.—

Not to assign with^t. the License in writing of s^d. Hart, his Heirs or Ass^s., [for that purpose first obtained,]—

Nor to open or delve on s^d. Premēs, except for the purpose of build^s. thōn,—

Nor to commit or permit any Nuisance thōn,—

And to leave the same [Premēs] in good order, & any build^s. which sho^d. in the mean time be erected thōn, in good repair, at the expirōn or sooner determinōn of s^d. term.

PROVISO for Re-entry (a) in case default shd. be made in pay^t. of s^d. rent for 21 days after either of the days app^d. for pay^t. thōf as afs^d., (b) & on [non-observ^e. & non-perfor^e. of the afs^d. Cov^t.;]

COVENANT by s^d. Hart, for himself, his Heirs Exōrs, & Admōrs, with s^d. Long, his Exōrs, Admōrs, & Ass^s.—For peaceable enjoym^t. on pay^t. of the Rent & perform^e. of the Cov^t. afores^d.

PROVISO that as often as any questⁿ. should arise as to whe^r. either of the s^d. persons by whose lives, the s^d. abst^d. Premēs are held, be dead, it should be incumbent on s^d. (lessee) to prove that such life is living, or in default thōf he should be deemed to be dead, (c).

EXECUTED by s^d. Hart, & duly att^d, &

RECEIPT for £100 end^d., but *not* signed or witn^d.

N.B.—John Long, the son now resides at No.—High St. Rochester, & is a grocer; & Wm. Long is a Stationer, residing at No.—Rue St. Honor^e, Paris.

2 April, 1842. BY WILL of this date, s^d. Geo. Long—gave & beq^d.—

(a) *Or.* more concisely—on non-payment of rent,—on sufferance of waste,—& on non-performance of afs^d cov^t.

(b) All events upon which the forfeiture is to take place should be here briefly mentioned.

(c) *Or.* Proviso that it shd. be incumbent on the Lessee, if required, to prove the existence of any of s^d. lives [by which s^d. abst^d. prēs were held], & in default thōf such lives shd. be taken to be dead.

ALL his Real & Pers^l. Estate in the following words, namely,—

“ ALL my Lands, Tenem^{ts}., Heredit^s, & Real Estate in Kent, Essex, & elswhe^r., which I am any ways seised of, or enti^d. unto,—& all my Pers^l. Estate, & Mortes, Bonds, Special^s., & Credits what^r.”—

UNTO his friends Tho^s. Faithful & Rich^d. Goodmain, their Heirs, Exors, Admors, & Ass^s., [UPON THE TRUSTS, & for the intents & purposes foll^g., viz.—]

UPON TRUST, as soon as conven^y. might be after his sd^t. Testor's d^ec^e, to call in & enforce pay^t. of all Debts, Sum & Sums of Money which sho^d. be due to him upon Mortg^e. or other Security,—& also to sell & covert into Money all such other parts of his Estate & Effects as should not then consist of money, in any manner they should deem most expedit^t., & for the most money that they could obtain for the same, or as should to them seem most reasble ; (a)

(a) The following Trusts are not material to this title ; but as they will be necessary in other cases, it is considered desirable to abstract them here :—

AND as to the mo^s. to be so, or in any other manner rec^d under or by virtue of the now abst^s Will,—

UPON TRUST, [in the first place,] to pay his sd^t Testor's debts, funeral & testam^y Exp^s., & the pecun^y. Leg^s. thinafter ment^d.; AND after pay^t thof,—

UPON TRUST, in the next place, to lay out

AND s^d. Testōr by the now absts. Will decl^d., That the Rec^tu. of his s^d. Exōrs, or other the Trustees or Trēe for the time being of his s^d. Will, sho^d. be good disch'ees to the Purc^r. or Purc^r., of all or any part of his s^d. Estate & Effects, & other psōns paying them or him Monies under the afs^d. Trusts;—And that such Purc^r. or Purc^r., & other Psōns, paying any mo^r. to

& invest the surplus [*or "residue"*] in their or his own name or names, in the Parliamt^r Stocks or Funds of G^t. Britain, or upon Real Sec^r, at Int^t., with liberty to alter & transpose the same from time to time as often as they should deem exped^t;—And to pay the Int^t., Divid^t., & ann^l. Produce thereof to his wife, during her life,—& after her dec^e., to pay the same, or so much & such part or parts thereof as they or he sho^d deem reāsble, for & towards the mainten^c & educōn of s^d. Testōr's Childⁿ., or the surv^r or surv^r. of them, until the youngest of them sho^d. attain the age of 21 years; AND then—

UPON TRUST, [in the last place], to pay, apply, & divide the same, with all accumulⁿ (if any) thōn, unto, betⁿ, & amongst all & every of his s^d. Child & Childⁿ then living, & to his, her, or their Exōrs, Admors, & Ass^r, share & share alike as Ten^t in Common :

AND s^d Testor by the now absts Will decl^d, That the presumpt^e shares of his s^d. Childⁿ. in s^d. Trust-mo^r. should be vested int^t. in them, when & as they sho^d. resply attain the age of 21 years;—AND, that the shares of such of them as sho^d die under that age sho^d go to & be divided amongst the surv^r. or surv^r. of them.

them s^d. Trées or either of them under s^d. Trusts, & taking their or his Receipts or Rece^t. accord^y. should not aftérwds be liable to see to the applōn thōf, nor be aňsble for the mis-applōn or non-applōn thōf, or be obliged to inquire whether such sale or sales was or were necessary. for all or any of the purposes of s^d. Will :

POWER for s^d. Exōrs, or the surv^r. of them, or the Exōrs Admōrs, or Ass^e. of such surv^r. to appoint any new Trustee or Trées of s^d. Will, &c. [see similar Power, ante, p. 113] ;—with the usual clause for their indemnity :

AND s^d. Testōr after revoking his former wills app^d. s^d. Faithful & Goodmain joint Trustees & Exōrs of his s^d. Will, which was—

EXECUTED & publ^d. in the pres^ce. of, & att^d by 2 Wit^r.

20 Oct. THE s^d. Testōr died.

1845.

CERTIFICATE of his burial.

2 Dec. PROVED by s^d. Faithful in the Court of the
1844. Bishop of S. on the 2^d. of Dec^r. 1844 (a).

9 Feb. BY DEED POLL (b), of this date, after—
1846.

(a) If one executor neither proves nor renounces the will, here add—“power being reserved (if so) for s^d. G. also to take Probate thōf.” The death may be shortly here thus—“The Testōr died on the 20th Oct., 1844.”

(b) This is the preferable mode of abstracting Deeds Poll when they require to be attested by two or more witnesses.

RECITING the last abst^d. Will,—

IT IS WITNESSED, that s^d. R^d. Goodman, (in the will spelt Goodmain,) then of &c., for divers good causes & coñsons him thūnto moving, Dm disclaim, renounce, & release,—

ALL Right, Title, Int^t., Claim, & Demand whats^r. in & to ALL & SING^r. the Real & Pers^l. Estate so devised & beq^d. to him jointly with s^d. Faithful by the last abst^d. Will, as such Trustees & Exōrs thereof, as afs^d.;

AND ALSO the Trusts of, & the burden of proving the same Will :

AND s^d. Goodmain app^d. T. B. & C. K. of Doctors' Com^r. [in s^d. City of] London, Proctors, or any other proctor of the Arches Court of Cant^y, his lawful proct^r. & proctor, jointly & severally, for him, & in his name, to appear before the Right Hoñble Sir John Nichol, Knight, D. L., Keeper or Commissary of s^d. Prerog^e. Court [of Canterbury.] (a) lawfully constit^d. his Surrogate, or some other competent Judge in that behalf, to exhibit his proxy, & pray & procure the Renunciatⁿ. to be admitted & enacted accord^r;

AND GENERALLY to do all other Acts necessary to be done in the prēmes :

EXECUTED by s^d. Goodman, & att^d. by 2 Wit^r

9 March,
1847. BY AN INSTRUMENT, of this date, under the hand
of A. B., of &c. Esq., [the Lord—or, "Steward" of s^d.

(a) This office is now abolished, and renunciation would be to Her Majesty's Court of Probate.

Manor,] licence was granted to s^d. Faithful to assign—
THE s^d. abst^d. Prés,—

UNTO George Penny, of &c. Gent. absolutely [or,
“by way of Morg^e.,”] for all the then residue of
s^d. Term débte as afs^d.:

PROVISO that such licence should not extend to
any future sale or assign^t. of s^d. abst^d. Prés.

11 March, BY INDENTURE of ASSIGNMENT, [of this date,]
1847. made betⁿ.—the s^d. Tho^s. Faithful (as Ex^r of the
last abst^d. Will), of the one part, & George Penny,
&c., of the other part,—after

RECITING the before abst^d. Indre of Lease [of
the 29th. of Sept^r. 1840,] (p. 206);

AND RECITING the last abst^d. Will (p. 208),—
the Death of s^d. Long,—the grant of Probate
to s^d. Faithful,—& the last abst^d. Deed Poll [or
Renuncⁿ.];—

AND ALSO RECITING, that s^d. Penny had
contr^d. with s^d. Faithful for the absolute pur^e. of
s^d. Leaseh^d. Prem^{es}, free from Incumb^s, at the sum
of £500;—

IT IS WITNESSED, that in cons^{on} [of the sum] of
£500 to s^d. Faithful then paid by s^d. Penny,—He s^d.
Faithful Did bargⁿ. sell, assign, transfer, & set over
unto s^d. Penny, his Ex^rs, Adm^rs, & Ass^s.,—

ALL THAT newly erected M^esse or Dho^{use},
Malth^e, Stable, & Outho^s. with the Yard,

(a) *Notes,*
1r. : 8p.,
part of this
plot has
been sold
to E G., &
is now
fenced off.

Garden, & Plot of Pasture Land (a) thūnto belong^e. on the Site whōf, or on some part thōf, form^y. stood a Public House, & comūly called or known by the sign of "The Anchor," but then better known by the name of "Jackson's" situate at Wake afs^d., containing an area of 2 acres more or less & then late in the oecōn of Tho^e. Fee & then of s^d. Penny :

AND all Houses,—Appūrts, &c.

AND all the Estate, &c.

Togr. with s^d. abst^d. Lease, &c.

TO HOLD the same tinto s^d. Penny, his Exōrs, Admōrs, & Ass^s., from thncef^h. for all the then Residue of s^d. term of 99 years, det'ble as afs^d. (see p. 207);—

SUBJECT nevēless to the pay^t., observ^{ce}., & perform^{ce}. of the Rents, Cov^{ts}., Prov^s., Condōns, & Agre^{mt}s. in s^d. [Indre of] Lease res^d. & cont^d. & on the Lessee's part to be paid obs^d. & perf^d.

COVENANTS by s^d. Faithful, for himself, his Heirs, Exōrs, & Admōrs, with s^d. Penny, his Exōrs, Admōrs, & Ass^s.—That he had done no act to encumber :—

COVENANTS by s^d. Penny for pay^t. of rents & perf^{ce}. of Cov^{ts}.

EXTED by s^d. Faithful, & duly att^d, &—

RECEIPT for £500 end^d, signed, & wit-
nessed.

28 Jan. THE SAID Geo. Penny died *Intestate*, leaving Henry 1848. Penny, of &c., Walter Penny, of &c. ;—Mary, the

wife of James Saint, of &c.,—Septima, the wife of Stepⁿ. Percy, of &c.,—Maria, the widow of Thoⁿ. Tulk then late of, &c.,—& Caroline, the wife of Philip Watts, of &c., his only childⁿ. him surviv^s. ;—AND s^d. H. Penny obt^d. Letters of Admōn (a) of his (s^d. G. Penny's) Estate & Effects from the Prerog^e. Court of Canterbury. (b), on the 17th. [day of] March, 1848. Effects sworn under £5000.

17 March, ACT of COURT on the Grant of such Admōn.
1848.

3 May, 1852. BY INDENTURE of ASSIGNMENT, [of this date,] made bet^r.—The H. Penny (as such Admōr. as afs^d.), of the one part, & Hugh Hunt, of &c., of the other part; after—

RECITING, that s^d. H. Penny had cont^d. with s^d. Hunt for the absol^e. Sale to him of s^d. Leaseh^d. Prem^{es} for the then residue of s^d. Term [of 99 years], det'ble as afs^d. (p. 207), at the sum of £500;—

IT IS WITNESSED, that in consōn [of the sum] of £500 to s^d. H. Penny then paid by s^d. Hunt,—H^{is} s^d. H. Penny Dm bargⁿ., sell, assign, transfer, & set over unto s^d. Hunt, his Exōrs, Admōrs, & Ass^s.,—

THE PREMISES comp^d. in the last abst^d. Iñdre (p. 213), which were then in the occōn of s^d. Hunt;—

(a) Durante minoritate,—or, de bonis non.

(b) Or, “the Court of the Archbishop, Bishop, or Arch-deacon,” (or other Ecclesiastical Court) “of R.” (as the case may be).

AND all Houses,—Appurts, &c.

AND all the Estate, &c.

Toget. with the before abstr^d. [Indre of] Lease,
& all Assign^{ts}. thof, &c.

TO HOLD the same unto s^d. Hunt, his Exors, &c.
(*as in the last form (a));

SUBJECT nev'less, &c. (*Ib.):

COVENANT by s^d. H. Penny, for himself, his
Heirs, Exors, & Adm^{rs}, with s^d. Hunt, his
Exors, Adm^{rs}, & Ass^{ts}.—That he had done
no act to incumber;—

COVENANT by s^d. Hunt for pay^t. of rent &
perf^{ce}. of Cov^{ts}.

EXTED by s^d. Penny, & duly att^d., &—

RECEIPT for £500 end^d., (b) signed, &
witn^d.

Same date BY DEED POLL, [of this date,] The s^d. Walter
Penny,—Jas. Smith & Mary his Wife,—Step^r. Percy
& Septima his Wife,—Maria Tulk, & Philip Watts &
Caroline his Wife, (as the other Childⁿ. & only next
of kin of s^d. G. Penny, dec^d.) for divers good causes
& cons^{ns} then theunto sev^y. moving, & partly in

(a) This, and similar references, marked with an asterisk
throughout the following forms, are made for the reason
stated, ante, p 182, n.

(b) Whenever a Deed is written on the back of an inner
skin of a preceding deed, the Receipt is necessarily placed
at the foot. And so also when the deed is written on
paper. In these cases, instead of the word "endorsed,"
the word "subjoined" would be more correct."

in coñson of 5s. to each of them paid by s^d H. Penny, Dm, & each & every of them Dm (at the request of s^d. H. Penny, [tested as thin ment^d.) remise, release, surr^r. quit claim, & yield up unto s^d. H. Hunt, his Exrōs, Admōrs, & Ass^s.—

ALL & SING^r. the premēs comp^d. in the last abst^d. Iñdre [of Assignm^t. of the 3^d. of May, 1852,] (see p. 215);

AND ALSO all their Estate, Right, Title, & Int^t. whats^r. rep'y therein or thereto, or in or to any part thereof;

EXECUTED by all part^s., & duly att^d. (a), except as to the exec^{on} by s^d. P. Watts.

15 Sept. 1866. BY INDENTURE of ASSIGNMENT, [of this date,] made betⁿ. the s^d. Hugh Hunt, of the one part, & Josiah Farthing, of &c., of the other part; after—

RECITING, that by (the last abst^d.) Iñdre [bear^s. date the 3^d. of May, 1852, & made betⁿ. The s^d. H. Penny, of the one part, & s^d. H. Hunt, of the other part,]—He s^d. H. Penny, in coñson of £500 to him paid by s^d. Hunt,—Dm bargain, sell, assign, transfer, & set over unto s^d. Hunt, his Exrōs Admōrs & Ass^s., ALL THAT [** here the parcels are stated precisely as in the last abstracted Indenture*] To HOLD the same unto s^d. Hunt, his Exrōs, Admōrs, & Ass^s., for all the then residue of s^d. term [of 99 years], dētble as afs^d., SUBJECT nevēless to

(a) Or, "SIGNED (by a mark) & SEALED by s^d. M. Talk in the prēsce of & att^d. by 2 wit^s."

the rents, cov^{ts}., prov^{ts}., condōns, & agree^{ts}. in the before abst^d. [Indre of] Lease reserved & cont^d.;

AND ALSO RECITING, that s^d. Farthing had lent [& adv^d.] unto s^d. Hunt [the sum of] £100, & that s^d. Hunt had then lately purc^d. of him, s^d. Farthing, Goods to the am^t. in value [of the sum] of £100 more; And that s^d. Hunt, having been called upon to pay the same sev^l. sums, & being unable so to do, had req^d. s^d. Farthing to accept such sec^r. for the re-pay^t. thōf with int^t, as in the now abst^s. Indre is cont^d., which he s^d. Farthing had agreed to do:—

IT IS WITNESSED, that in coñson of s^d. sum of £100 so already lent [& advanced] to s^d. Hunt by s^d. Farthing as afs^d.—AND ALSO in coñson of the further sum of £100 so then due & owing from him s^d. Hunt to s^d. Farthing [for Goods sold & deld^d.] as afs^d. (the receipt of which first ment^d. sum of £100 & of divers Goods to the am^t. in value [of the sum] of £100 more making tog^r [the sum of] £200, from s^d. Farthing, he s^d. Hunt did, by the now abst^s Indre, expressly ackn^e), He s^d. Hunt Dm bargⁿ., sell, assign, transfer, & set over unto s^d. Farthing, his Exōrs, Admōrs, & Ass^s.

“ ALL & SING^r. the newly erected Mēsse or Dhouse, Malth^e., Stable, Outhoⁿ., Yard, Garden, Land, & Premēs, comp^d. in the thnbēfore recited Indre, with the Rights, Memb^e., & Appūrts thūnto belong^s;

AND all the Estate, &c.—

TO HOLD the same unto s^d. Farthing, his Exōrs, &c. (* as p. 214);—

SUBJECT, &c. (* Ib.) ;

AND ALSO SUBJECT to a—

PROVISO thinafter cont'd.—That if s^d. Hunt, his Exōrs, Admōrs, or Ass^e., sho^d. pay or cause to be paid unto s^d. Farthing, his Exōrs, Admōrs, or Ass^e., [in the com^a. dining-hall of Lincoln's Inn,] the full sum of £200 & Interest in manner foll^g, viz. the sum of £5, being half a year's Int^t. thēn, after the rate of £5 per cent. per ann., on the 15th. of March then next, & s^d. sum of £200, tog^r. with the fur^r. sum of £5, being ano^r. half-year's Int^t. thēn after the rate afs^d., on the 15th. of Sept^r, 1868—H_E s^d. Farthing, his Exōrs, Admōrs, or Ass^e., [sho^d. &] wo^d. then, or at any time thāfter, at the req^t. & charges of s^d. Hunt, his Exōrs, Admōrs, or Ass^e., re-assign & re-assure s^d. [Mēsse, or Dhouse, Malth^e., Stable, Outho^e., Yard, Garden, Land, &] Premēs, for all the then residue of s^d. term, unto s^d. Hunt, his Exōrs, Admōrs, or Ass^e., or as he or they should direct or appoint; but if not so paid, it should be lawful for s^d. Farthing, his Exōrs, Admōrs & Ass^e., to sell s^d. abst^d. Premēs absor^r. (a).

PROVISO & AGREEMENT that no sale of s^d. abst^d Prēs should be made or advert^d until the expirōn of 6 cal^r months' notice to be given to s^d Hunt, his Exōrs, Admōrs, or Ass^e., to pay s^d princ^l sum & int^t; nor sho^d any lease be made thōf, or any proceedings whatever taken for foreclosure, or for the recovery of possōn thōf:

COVENANT by s^d Hunt, for himself, his

(a) Or, "with a power of absolute sale in default of pay^t thōf accord^r.

Heirs, Ex̄ors, & Adm̄ors, with s^d Farthing, his
Ex̄ors, Adm̄ors, & Ass^s;—For pay^t of s^d princ^d
sum [of £200] & Int^t accord^r;—

That s^d Lease was valid [for the then residue
of s^d term],—

That he had good right to ass^s, in man
afs^d,—

For peaceable enjoy^t after default in pay^t,—

Free from incūmbs, &

For further assurance ;

COVENANT by s^d Farthing, for himself, his
Ex̄ors, Adm̄ors, & Ass^s, with s^d Hunt, his
Ex̄ors, Adm̄ors, & Ass^s.—That s^d Hunt, his
Ex̄ors, Adm̄ors, & Ass^s. should peaceably enjoy
s^d Premēs until default in pay^t;—

EXECUTED by s^d Hunt, & duly att^d, &—

RECEIPT for £200, in manner afs^d, end^d,
signed, & witn^d (a).

13 May, 1867. BY INDENTURE, [of this date,] endorsed on the
last abst^d Assign^t, & made betⁿ—The s^d Hugh Hunt,
of the one part, & The s^d Josiah Farthing of the
other part; after—

RECITING the last abst^d. Indre [of Assign^t.]
(p. 217);—

(a) *Or, instead of this clause, say—*

THE following Receipt is endorsed.—

RECEIVED &c. (Here copying it.)

AND RECITING, that s^d. Hunt having occasion for a further sum of £50, had applied to s^d. Farthing to advance him the same, which he had agreed to do upon having such further Assur^{ce}. for secur^e. the re-pay^t. thōf, as thin & hinafter ment^d. :—

IT IS WITNESSED, that in consōn [of the sum] of £50 to s^d. Hunt then paid by s^d. Farthing, he s^d. Hunt DID, by the now abst^e. Iñdre, cov^t, grant, & agree with & to s^d. Farthing, his Exōrs, Admōrs, & Ass^e. That—

“ ALL . & singular the Mēsse or Dhouse, Malth^e, Stable, Outh^e., Yard, Garden, Land, & Premēs, comp^d. in & by the within written Iñdre, assigned, & trans^d., or örwise assured, or ment^d. or int^d. so to be, unto the s^d. Jos^a. Farthing, his Exōrs, Admōrs, & Ass^e., by way of mortg^e., with their & every of their Appūrts, & every part & parcel of the same resply,”—

SHOULD stand charged & chāble with [& continue] & be a security unto him s^d. Farthing, his Exōrs, Admōrs, & Ass^e.. not only for s^d. sum of £200, & Int^t due & to become due for the same, as in s^d. last abst^d. Iñdre ment^d., but also for pay^t. of s^d. sum of £50 so then [lent &] advanced to s^d. Hunt as afs^d. ; tog^r. with Int^t. thōn after the rate of £5 per Cent. per Ann. until re-pay^t. of the same sums resply ;—

AND THAT s^d. [Mēsse or Dhouse, Malth^e. Stable Outho^e., Yard, Garden, Land, &] Premēs, or any part thereof, should not be redeemed or redmble, either at law or in Equity, until full pay^t. sho^d. be made, as well of s^d. sum of £200 & Int^t., as of s^d. sum of £50 & Int^t. as afs^d., & also of all Costs,

Damages, & Exp^t. which s^d. Farthing, his Ex^{ors}, Adm^{ors} or Ass^t. sho^d. sustain or expend in the recovery, or otherwise in respect of the same sums resp^y.:—

COVENANT by s^d. Hunt [for himself, his Heirs, Ex^{ors}, & Adm^{ors}, with s^d. Farthing, his Ex^{ors}, Adm^{ors}, & Ass^t.]—For paym^t. of s^d. sum of £50 & Int^t. & all such Costs, Dam^t., & Exp^t. (if any) as afs^d., in the comⁿ dining-hall of Lincoln's Inn, London, on the 13th. of Nov^r. then next:—

EXECUTED by s^d. Hunt, & duly att^d. &—

RECEIPT for £50 end^d., signed, & witn^d.

1 January, BY INDENTURE of ASSIGNMENT, [of this date,] 1869. made betwⁿ.—The s^d. Josiah Farthing, of the 1st. part,—The s^d. Hugh Hunt, of the 2^d. part,—& The s^d. Thos. Noakes, of the 3^d. part; after—

RECITING the two last abst^d. Indres;

AND RECITING, that s^d. princ^l. sums were not paid accord^g. to the last abst^d. Prov^v., whby the Estate & Int^t. of s^d. Farthing in s^d. Prem^{es} had become abso^e. at Law;

AND ALSO RECITING, that there was then due to s^d. Farthing upon the two last abst^d. Indre, s^d. princ^l. sum of £250 & no more, [all Int^t due th^on having been disch^ed up to the dad of the date th^of];

AND ALSO RECITING, that s^d. Hunt had cont^d. with s^d. Noakes for the absolute sale to him of s^d. Prem^{es} for the then residue of s^d. term d^tble as afs^d. (p. 207), at the Sum of £500, & it had been agreed, that s^d. sum of £250 so due to s^d. Farthing, as afs^d. sho^d. be paid thout, & that he sho^d. join in

& execute the Assign^t. of s^d. Prēs thin & hinafter
ment^d.:

IT IS WITNESSED, that in coñson [of the sum] of £250 to s^d. Farthing then paid by s^d. Noakes, (at the req^t. of s^d. Hunt, [tested as thin ment^d.,]) the Rec^t. whōf, & that the same was in full of all Princ^l. Interest, & other Monies due to him upon or by virtue of the last abst^t. Indre, he s^d. Farthing, did thereby expressly ackn^e. He s^d. Farthing. (at the request & by the dirōn of s^d. Hunt, [testified as afs^d.,]) Did bargain, sell, assign, transfer, & set over; AND in coñson thereof, & also [in coñson] of the further sum of £300 by s^d. Noakes paid to s^d. Hunt, (the receipt whereof, & that the same sev^t. Sums were in full for absolute purc^e. of s^d. Premēs, he s^d. Hunt did thereby expressly ackn^e.,)—He s^d. Hunt Did bargain, sell, assign, transfer, & set over, ratify & confirm unto s^d. Noakes, his Exōrs, Admōrs, & Ass^s.;

THE PARCELS afs^d.,—(as desc^d. in the before
abst^d. Indre, p. 213),—

AND all Houses,—Appūrts, &c.

AND all the Estate. &c.

To gr^r. with all Deeds, &c. in the custody or
power of s^d. Farthing & Hunt, or either of
them;—

TO HOLD the same unto s^d. Noakes, his Exōrs, &c.
(*as ante, p. 214,) [FREED, & absolutely] Dischēd of
& from the Proviso [or Coñdon] for Rédon cont^d in
the last abst^d Indre, & all other Right & Equity of
Rédon what^r by virtue thereof, but—

SUBJECT nevēless, &c., (*as in p. ib.),

COVENANT by s^d Farthing, for himself, his
Heirs, Exōrs, & Admōrs, with s^d Noakes, his
Exōrs, Admōrs, & Ass^s.,—

That he had done no act to incumber;

COVENANT by s^d Hunt, for himself, his Heirs, Ex^{ors}, & Adm^{ors}, with s^d Noakes, his Ex^{ors}, Adm^{ors}, & Ass^e.—That s^d Lease was valid for the then residue of s^d term,—

That he s^d & Farthing, or one of them, had full power to assign, in manner aforesaid,—

For peaceable enjoyment,—

Free from incumbrances, &

For further assurance;

COVENANT by s^d. Noakes, for himself, his Heirs, Ex^{ors}, & Adm^{ors}, with s^d. Hunt, his Ex^{ors}, Adm^{ors}, & Ass^e.—For pay^t of the Rent & Perform^e of the Cov^s, Con^slons, Prov^e & Agree^ts, in the before abst^d [Indre of] Lease reserved & cont^d;—AND to indemnify s^d Hunt thfr^m;

EXECUTED by all Parties, & duly att^d, &

RECEIPT for £200 by s^d Farthing, end^d, signed, & witnessed, & for £300 by s^d Hunt end^d & signed, but not wit^d.

AS TO THE EXCHANGE OF A PIECE OR PARCEL OF ARABLE LAND, BEING PART OF THE HEREDITS (HERETOFORE COPYHOLD) CALLED "CROOK'S," (p. 179), FOR THE CLOSE OF MEADOW LAND CALLED "BELL'S CLOSE," (p. 148.)

1 & 2 Oct. BY INDENTURES of LEASE & RELEASE, [of these 1849.

dates,] the latter made betⁿ. —The s^d Paul Stone (*a*), (see p. 175), of the 1st part,—The s^d Isaac Paine (see p. 175), of the 2^d part,—The s^d Job Wood, of the 3^d part,—& the s^d. Thos. Noakes, then of Cliff Hall a/f^d., Esqr., of the 4th part; after—

RECITING, that s^d Wood was, with s^d Paine, seised in Fee-simple of the Close of Meadow Land & Herédis thinbef^e & thinafter parlärly ment^d. called “Bell’s Close,” under or by virtue of the before abst^d Indres [of Lease & Release] of the 2^d & 3^d of Nov^r, 1856, (p. 174);

AND RECITING, that s^d Noakes was also seised in Fee-simple of the Piece or Parcel of Arable Land thnafter more parlärly ment^d called “Crook’s,” being part of the Herédis & Premēs comp^d in & devised to s^d Thos. Green by the before abst^d Will of the 5th of May, 1857, (p. 195);

AND ALSO RECITING, that s^d Close of Meadow Land was almost surrounded by Lands belong^g to s^d. Noakes, & that s^d Piece or Parcel of Arable Land adjoined other Lands belong^g to s^d Wood, & that therefore, they s^d Noakes & Wood had mutually ag^d to exch^e the same, upon the terms hinafter ment^d;

AND ALSO RECITING, that they had, with the assistance of their rēspive Surveyors, meas^d the s^d. Close of Meadow or Pasture Land called “Bell’s Close,” & found it to contain 5a : 0r : 1 $\frac{1}{2}$ p.—

(*a*) It is very convenient and proper in long abstracts to refer to the page where the names and additions of parties occurring in the previous part of the abstract are to be found.

& also s^d Piece or Parcel of Arable Land called "Crook's," & found that to contain 3a : 3r : 27p., & that they had mutually estimated the value of the former over & above the latter Herēdits [& Premēs], at [the sum of] £84,—with which Valuatⁿ s^d Noakes & Wood were fully satisf^d;

IT IS WITN^D., that in coñson of 5s. to s^d. Stone, & of the exch^e for the Piece or Parcel of Arable Land hñafter parlärly desc^d, & conv^d & assured to him s^d Wood by s^d. Noakes, & also in coñson [of the sum] of £84 to him s^d. Wood then p^d. by s^d. Noakes (being the diff^e. in the value of the Herēdits [& Premēs] thinafter exch^d. & hñafter desc^d.) HE s^d. Stone, at the req^t. of s^d. Wood, & in purs^ce. of the Power or Auth^y. given or reserved to him in & by the before abst^d. Iñdr. [of Rèle] of the 3^d. of Nov^r. 1840, & of all or any other Power or Powers, Auth^y. or Autho^u. in him vested, or in anywise enabling in that behalf, Dñd direct, limit, & appoint, That—

ALL & SING^r. the Close of Meadow or Pasture Land called "Bell's Close," Herēdits & Premēs next thin & hñafter ment^d. with their Appürts,—

SHOULD—Be & Enure unto s^d. Noakes, & his Heirs,—

TO THE USES, upon the Trusts, & for the Intents & pposes thinafter exp^d. concerns^r. the same:

AND IT IS ALSO WITN^D., that s^d. Paine for the nominal coñson therein ment^d., at the request of s^d. Noakes, & by the diroñ of s^d. Stone [testified as thin ment^d.] Dñd (by way of Convey^ce. only & not of War-

ranty of Title, bargain, sell, alien & release;—AND s^d. Wood for the coñsons afs^d. Did grant, bargain, sell, alien, release, & confirm unto s^d. Noakes, (in his actual possón then being, &c.,) & to his Heirs,—

ALL THAT the s^d. Close, Piece or Parcel of Meadow or Pasture Land thtfore called “Sharpe's Mead,” but then better known by the name of “Bell's Close,” situate at Wake afs^d., & contain^g. by Admeas^t., inclusive of the hedges on the North & East parts thereof, 5a : 1r : 0 $\frac{1}{2}$ p. as afs^d.; which s^d. Close was then in the occón of s^d. Noakes, or his under-ten^t., & bounded on the North, East, & West sides thereof by Lands belong^g. to s^d. Noakes, & by a Meadow called “Peake's,” belong^g. to C. G., on the South side thóf;—

TOGETHER with all ways,—Appürts, &c. then or at any time theretofore held, used, occupied, or enjoyed therewith, & taken or known to be part, parcel, or member thereof;—

AND the Reversion, &c.

AND all the Estate, &c.

TOGETHER with all Deeds, &c.

TO HOLD the same unto s^d. Noakes, & his Heirs,

TO THE USE & BEHOOF of s^d. Noakes, his Heirs & Ass^r. for ever:—

DECLARATION by s^d. Noakes, [who was married in the year 1835,] that no widow of his should be entitled to dower out of s^d abst^d Prés or any part thereof:—

COVENANTS by s^d Wood, for himself, his

Heirs, Ex̄ors, & Adm̄ors, with s^d. Noakes, his Heirs & Ass^s.—For Title—(*as *ante*, p. 177 (a)).

AND IT IS ALSO WITND., that in further purs^{ce} of s^d Agree^t, & for perfecting s^d int^d Exch^e, AND as well in coñson of, & in exch^e for s^d Close of Meadow or Pasture Land, Herēdits [& Premēs] so conv^d to him as afs^d., as also in coñson of 10s. to him paid by s^d Wood,—He s^d Noakes Did grant, bargain, sell, alien, relē, & confirm unto him s^d Wood, (in his actual possōn then being, &c.) & to his Heirs,—

ALL THAT s^d. Piece or Parcel of Arable Land called "Crook's," situate at Wake afs^d., (being part of the Herēdits [& Premēs] comp^d in, & so devised to s^d. Noakes by the before abst^d Will of the 5th of May, 1857, (p. 195) as contains^s by admeas^t, includ^s the fence or boundary at the Western extremity, & exclusive of the hedges but inclusive of the ditches at the East & Southern extremity thōf, 3 a : 3 r : 27 p. as afs^d.; which s^d Herēdits [& Premēs] were then in the occōn of s^d Wood & bounded—by other Lands belong^g to s^d Wood on the North,—by other Lands belong^g to s^d. Noakes on the East,—& by Lands belong^g to O. P. on the South & West parts thereof;

(a) When brevity is desired, and both sets of Covenants run in the same order and are framed in similar language, as is frequently the case where property has quickly passed through several hands, a reference of this kind may be safely made; but, when, on the contrary, any material variation occurs, the head of each covenant should be mentioned and the difference shown.

TOGETHER with all Ways, Appurts, &c. (*as in last form);—
And the Reversions, &c.
And all the Estate, &c.
TOGETHER with att'd. Copies of all Deeds, &c.

TO HOLD the same unto s^d. Wood & his Heirs,

TO THE USE & BEHOOF of s^d. Wood & his Heirs & Ass^e. for ever;

SUBJECT nevertheless to the payment of a yearly quit rent of 1s. to s^d. Noakes, his Heirs & Ass^e. for ever (a), in lieu & full satisfaction of a yearly quit rent of 10s. charged on, or payable in respect of the s^d. abet'd. Prés with other property.

COVENANTS by s^d. Noakes, for himself, his Heirs, Exors, & Admors, with s^d. Wood, his Heirs & Ass^e.,—

That he was lawfully seised,—
Had full power to convey in manner aforesaid.—
For peaceable enjoyment,—
Free from incumbrances, except s^d. quit rent,—
For further assurance:

SIGNED, SEALED, & DELIVERED by the s^d. Wm. Wood & Abel Dunn (having been first

(a) Or, “for a perpetual right of way over & along a Close called ‘Green Close,’ belonging to s^d. Noakes as the same is now, & has long been used by s^d. Wood & his ancestors”; (or as the case may be.)

... duly stamped) in the presence of 2 Wit^s., &
EXECUTED by s^d. Noakes, (by the name of
"Noakes") & duly att^d.—&
RECEIPT for £84 by s^d. Wood, end^d., signed,
& witn^d.

2 Oct., 1858. BY INDENTURE, of this date, made between—The
s^d. Thor^r. Noakes, of the one part, &—The s^d. Wm.
Wood, of the other part,—after

RECITING the last abst^d. Indre [of Rèle];—

AND RECITING that the sev^l. Title Deeds, Evid^s.
& Writings, relating to s^d. Piece or Parcel of
Arable Land last above desc^d., related as well thtto
as also to other Herédis [& Premés] of s^d. Noakes
of greater value, & that it had thfore been mutu^y.
agreed betⁿ. s^d. parties upon the treaty for s^d.
exch^e. that the same Title Deeds, Evid^s., and
Writings, shd^d. remain in the Custody of s^d. Noakes
upon his entering into the cov^t. for the prodⁿ.
thereof thñaf^r. cont^d. & hinafter ment^d.;—

IT IS WITNESSED, that in coñson of the premés,
& of 10s. to s^d. Noakes paid by s^d. Wood,—HE s^d.
Noakes DID thereby, for himself, his Heirs, Exors, &
Adm^rs, cov^t. with s^d. Wood, his Heirs & Ass^s.—
THAT he s^d. Noakes, his Heirs, Exors, Adm^rs, or
Ass^s., [shd^d. &] would at any time [or times] thrafr^r.
at the [reasble request & costs of s^d. Wood, his Heirs
or Ass^s., (unless prevented by Fire or other inevitable
accident,) produce & show, or cause to be prod^d. &
shown [to him or them, or to his or their Counsel,
Attorney, Sol^r. or agents, in any Court of Law or
Equity, or] upon [the Examōn of Wit^s., or] any

[other] rēasble & proper occasⁿ, all or any of the sev^l. Title Deeds, Evid^e. & Writings, ment^d. in the Sched^e. thūnder written or thūnto ann^d. (a)], for the purpose of having them compared or exam^d. with any Copy, Abst^t, or Extract thereof or thffrom, or for the better or more satisfact^r evidence^s, support^s, & proving the Title of him s^d. Wood, his Heirs or Ass^s. to the same Herēdits [& Premēs] ;—

AND [ALSO at the like request, costs, & charges of s^d. Scott, his Heirs & Ass^s.] make & deliver unto him or them true & attested copies [of all or any] of the same [sev^l. Title Deeds, Evid^e. & Writings] rēsply, AND, in the mean time preserve them safe, unoblit^d. & uncancelled, fire & other inevit^e. accidents excepted :

PROVISO, DECLARATION & AGREEMENT, that if s^d. Wood sho^d. at any time thafter, at his own cost & expense, procure any future purchaser or owner of the property retained by him & to which s^d. Title Deeds, Evid^e. & Writings relate, to enter into a similar cov^t to that hinbefore cont^d., with s^d. Noakes, his Heirs & Ass^s. he s^d. Noakes, his Heirs or Ass^s. would [cancel &] deliver up the s^d. now abst^s. Indre to s^d. Wood, his Heirs or Ass^s.

EXECUTED by s^d. Noakes, & duly attested.

[The Schedule of the Deeds, &c. relating to this property & before abstracted are to be here enumerated.]

(a) *Or,—the several before abst^d. Indres—(as the case may be.)*

AS TO THE WHOLE OF THE BEFORE ABSTRACTED
PREMISES.

5 June, 1862. BY AN INSTRUMENT, of this date the s^d. Tho^s. Noakes,—in coñson of £1000 to him then lent & advanced by Henry Jones, of Greenwich, Kent, Gent^a. agreed to deposit the before abst^d. Indres relating to [the before abst^d. Prés called] "Bell's Close," with s^d. Jones for sec^s. s^d. Princ^l. Sum with Int^t. thon after the rate of £5 per cent per ann. on the 5th of Jan^y. then next.

AND s^d. Noakes also agreed, at his own cost in all things, to exte, when required, such valid mōrtge of s^d. abst^d. Prés to him s^d. Jones for sec^s. same accord^y. as s^d. Jones, his Heirs or Ass^e., or his or their counsel, sho^d. require :

SIGNED by s^d. Noakes & witn^d.

[*Here add Schedule, if it comprises other Deeds, than those abstracted.*]

1 March, 1867. BY WILL of this date the s^d. H^y. Jones gave & dev^d.—

ALL his Real & Pers^l. Estate & Effects whatsr^r. & wheresr^r.,—

UNTO his wife Mary absolutely.

AND he appointed her sole Extrix of his s^d. Will; which was—

EXECUTED by Thos. Smith of Greenwich
afs^d. Gent^a, by the dirōn of s^d. Testōr, in
the prēsce of, & att^d. by 2wit^s; &—

PROVED by s^d. Extrix in the Prerog^e.
Court of Cant^y. on the 9th of Sep^r. 1867.

6 July, 1868. THE SAID Mary Jones intermarried with s^d. Thos.
Smith.

CERTIFICATE thereof.

7 Nov., 1867. BY A MEMORANDUM of this date, endorsed on
the last abst^d. Agreement s^d. T. Smith & Mary his
wife ackn^d. to have rec^d. of s^d. T. Noakes, s^d. [Princ^l.]
sum of £1000, with all Int^t. [& costs] due in respect
thereof :

SIGNED by s^d Jones & witn^d.

12 May, 1861. BY THE ROLLS of the Court of Queen's Bench (a)
it appears [Roll 2140] that a judgment [wherein John
Strong was Pl^t. & s^d. Paul Wood was Def^t.] was
recovered against [or, "confessed by"] s^d. P. Wood
for [the sum of] £—, for which satisfaction has
not been entered (b).

23 & 24 Dec. 1867 BY INDENTURE of RELEASE, [of this date], made
(in pursūe of 4 Vict. entitled "An Act for render-

(a) Or, other court.

(b) Or, satisfaction has been entered, see post,

ing a Release as effectual for the conveyance of Fhöld Este^a. as a Lease & Relē by the same parties" (a)) betⁿ.—The s^d. Mary Webb (p. 138), of the 1st. part.—The s^d. Henry Tripp (since decd.), (p. 138), of the 2^d part, &—The s^d. Tho^s. Noakes, of the 3^d part,—Philip Tegg, Sam^l. Iles (since decd.), John Cole & Wm. Smart, Bankers, then & now carrying on the same Business in Cöptship, in Lombard Street, in the City of London, under the Firm of "Tegg, Iles, & Co.," of the 4th part; after—

RECITING that s^d. Noakes was seised in Fee-simple—under or by virtue of the before abst^d. Iñdres, of the 12th & 13th of April, 1840 (p. 134), of the Herēdits [& Premēs] therein comp^d. called "Cliff Hall," subject only to s^d. Ann^y. [granted & sec^d. to s^d. Webb by the before abst^d. Iñdre of the 23^d of Dec^r. 1855, (p. 138)] ;—

AND RECITING, that he was also seised in Fee-simple under or by virtue of the before abst^d. Will of the 5th of May, 1857 (p. 195), of the Herēdits [& Premēs] therein comp^d. called "Crook's" except such part thereof as had then lately been so exch^d. with, & conv^d. to s^d. Wm. Wood as afs^d. ;—and under or by virtue of the before abst^d. Indres [of Lease & Release] of the 1st & 2^d of Oct^r. 1849 (p. 224), to the Close of Meadow or Pasture Land & Herēdits therein comp^d. called "Bell's Close :"—

AND ALSO RECITING, that under or by

(a) This is retained for the sake of form only. In some Deeds this reference is inserted in the testatum clause: in such cases it should, of course, be omitted here.

virtue of the before abst^d. Indre of the 1st. of Jan^y. 1869, (p. 222), he was possessed of, or [well & sufficiently] entitled to the before abst^d. Leasehold Herēdits for the then residue of s^d. term of 99 years. (See p. 206), which was then débte with the lives of s^d. John Long, & Wm. Long, s^d. G. Long being then dead;

AND RECITING the before abst^d. Indres [of Lē & Rēle] of the 23^d. of Dec^r, 1855 (p. 138) & that there was then due from s^d. Noakes, to s^d. Webb thupon, the sum of £3425;

AND ALSO RECITING, that s^d. Noakes then stood indebted to s^d. Teggs, Illes, Cole, & Smart, as his Bankers, in the sum of £1200, upon a Bal^{ce}. of Acc^u. that day struck bet^a. them, as he s^d. Noakes thereby ackn^d. ;—And in order to secure to them the re-pay^t. thereof, as also of all other Sum or Sums of Money which should or might be or become thaft^r. due [& owing] from him to them, as his Bankers, upon Bal^{ce}. of Acc^u. not exceed^s, in the whole the Sum of £8000, he had proposed & agreed to convey, assign, & assure all & every the Freeh^d. & Leaseh^d. Herēdits & Premēs thin & hinbefore ment^d. unto them, as therein & hinafter exp^d.;

AND ALSO RECITING, that s^d. Bankers had thfore agreed, at the req^t. of s^d. Noakes, to re-purc^e. s^d. Anny., & s^d. Webb, at the req^t. of s^d. Noakes, had also agreed to re-assign & extinguish the same, pursu^t. to the Cov^t. for that purpose cont^d in the before abst^d. Indre, (p. 138) but without re-quiring any formal or further notice thereof;

IT IS WITNESSED, that in coñson of £3425 to s^d.

Webb, then paid by s^d. Bankers, at the request & by the dirōn of s^d. Noakes, [tested as therein ment^d.] (the Receipt whereof, & that the same was in full discharge of s^d. Ann^r., & all Princ^t. Interest, & other Monies due to her upon, or by virtue of the before abst^d. Iñdre of the 23^d of Dec^r. 1855, (p. 138), in respect thereof, she s^d. Webb did thereby ackn^e., & of & from the same rēsply did thereby acquit, exon^e., & disch^e., s^d. Noakes, his Heirs, Exōrs, Admōrs, & Ass^r. & also s^d. sev^l. Herēdits & Premēs by the now abst^d. Iñdre),—SHE s^d. Webb, at & by the like req^t. & dirōn of s^d. Noakes [& so testified] as afs^d., DID bargain, sell, assign, release, surr^r., & yield up, unto s^d. Bankers their Heirs, Exōrs, Admōrs, & Ass^r.,—

ALL THAT the s^d. Annuity or clear yearly Sum of £250 sterling, issuing & payable as afs^d. out of—

THE PARCELS comp^d. in the before abst^d. Iñdre of the 23^d. of Dec^r. 1855 (p. 140),—

AND all the Estate, &c. of her s^d. Webb therein,—

Toor^r with the before abst^d. Bond & Warr^t. of Attorney,—

AND all her Estate, &c. therein, & her Remedies & Means for enforc^r. the same;—

TO HOLD the same Ann^r. unto s^d. Bankers, their Exōrs, Admōrs, & Ass^r. thenceforth for ever;

TO THE INTENT that the same might thenceforth [become &] be merged & exting^d. in the same sev^l. Herēdits [& Premēs] rēsply:

COVENANT by s^d. Webb, for herself, her

Heirs, Ex̄ors, & Adm̄ors, with s^d. Noakes, his Heirs & Ass^e.—That she had done no act to encumber :

AND IT IS ALSO WITN^D., that for the coñsons afs^d, AND ALSO in coñson of 10s. to s^d. Tripp paid by s^d. Bankers,—He s^d. Tripp, at the request of s^d. Noakes, & by the dirōn of s^d. Webb, [tested as therein ment^d.] Did bargain, sell, assign, surr^r., & yield up, unto s^d. Bankers, their Ex̄ors, Adm̄ors, & Ass^e.—

ALL THOSE the Messēs, Lands, Tent^s., & Herēdits, comp^d. in & ass^d. or ḍrwise assured to him by the before abst^d. Iñdre of the 23^d of Dec^r. 1855, (p. 138), for the term of 300 years as afs^d.,

To gr. with the Rights, Memb^e. & Appūrts thūnto belong^s.

And all the Estate, &c.

TO THE INTENT that the same term might thenceforth become & be merged (& annihil^d. in, or consolid^d. with the Revōn or Freehold of the same [Herēdits &] Premēs ;

COVENANT by s^d. Tripp, for himself, his Heirs, Ex̄ors & Adm̄ors, with s^d. Noakes, his Heirs & Ass^e.—That he had done no act to incumber :

AND IT IS FURTHER WITN^D., that as well in coñson [of the sum] of £3425 so paid to s^d. Webb, at the req^t. of s^d. Noakes as afs^d., as also in coñson [of the sum] of £1200 so then due from s^d. Noakes to s^d. Bankers as afs^d.,—He s^d. Noakes by the now abst^s. Iñdre made in purs^{ee}. of the Act for abolishing

leases for a year [4 & 5 Vic^t. c. 21] (a) Dm grant, bargain, sell, alien, release, & confirm, unto s^d. Bankers & to their Heirs,—

FIRST,—ALL THAT Mansion, Messē, or Dhōuse, with the Offices, Stable, Coach-ho^s, Build^{gs}, Yards & Gdeñs thunto belong^s, called “Cliff Hall” afs^d. thtof^e. in the occōn of s^d. Jos. Styles, afterw^d. of s^d. John Styles, & then of s^d. T. Noakes; tog^r. with the Pew & Vault in the Parish Church of Wake afs^d.;

AND ALSO ALL THAT Messē or Farmhouse, with the Offices, Stables, Barns, Granaries, Sheds & other Buildings, Yards, Bartons, Gdēns & Orchard or Paddock of Land thunto belong^s. called the “Homestall;”—AND ALSO ALL THOSE several Pieces or Parcels of Arable Meadow & Pasture Land, situate at Wake afs^d & contain^s altogr., by Estimōn, with the before ment^d. Herēdits, 284 Acres (more or less), & which were then in the occōn of S. O. (see p. 107) (b);

AND ALSO ALL THOSE 2 several Allotm^{ts}., Pieces or Parcels of Arable Land, contain^s. by Admeas^t. 19a: 3r: 23p, situate at a certain place called “Flint bottom,” within the Parish of Wake afs^d., & then also in the occōn of s^d. S. O.;—which s^d. Allotm^{ts}. were

(a) See a fuller form, ante, p.

(b) Of course a more particular description than this is given in the deed; but as the parcels are to be transcribed *at length* whenever any variation occurs, it will answer no good purpose to set it out more fully here.

allotted to s^d. Noakes under or by virtue of the before abſt^d. Act of Parl^t. & Award, as afs^d. (p. 146) ;

SECONDLY,—ALL THAT Messē or Dhōuse, with the Outho^e, Barns, Yards, Garden & Orch^d. or Paddock of Land thunto adjoins. & belongs. thtofore known by the name of “Crook’s” contains. by Estmōn 6a: 1r: 6p., (more or less), situate at Wake afs^d. & then also in the occōn of s^d. S. O. (p. 179);—which s^d. Premēs were formerly copyh^d. & were dev^d. to s^d. Green by the Will of s^d. Mark Gill as afs^d. (p. 195) ;

THIRDLY,—ALL THAT Piece or Parcel of Meadow or Pasture Land called “Bell’s Close,” contains. 4a: 2r: 12p., or thābouts, situate at Wake afs^d. & then also in the occōn of s^d. S. O. ; (p. 227)—which s^d. Prēs were conv^d. to s^d. Noakes by s^d. Wood, by way of Exch^e. by the last abſt^d. Iñdres of Lē & Rēle [of the 1st & 2^d of Oct^r., 1849 (p. 224) ;

To gr. with all Houses, Appūrts, &c. thto rēsplay belongs. ;

AND the Reversion, &c.

AND all the Estate, &c.

AND all Deeds, &c.

TO HOLD the same unto s^d. Bankers, their Heirs & Ass^e. To the ONLY PROPER USE [& BEHOOF] of s^d. Bankers, their Heirs & Ass^e. for ever;—

SUBJECT nevēless to the Proviso for Redōn & Re-convey^e. of the same [several Herēdits & Premēs] therein & hinafter cont^d. :—

AND IT IS FURTHER WITND., That for the consôns aſd., He ſd. Noakes DID bargain, ſell, assign, transfer & ſet over, unto ſd. Bankers, their Exōrs, Admōrs & Ass^e.,—

ALL THAT Messe or Dwelling-ho^e., Store-ho^e. (thtofore used as a Maltho^e.), Stable, & Outho^e., with the Yard, Garden & Plot of Pasture Land thunto adjoins. & belongs., cōmly called "Jackson's," contains. al tog^r. 1a: 2r: 32p., or thabout, ſit^e. in the West Street in Wake afores^d., & then in the occōn of P. S.;—

AND all Houses,—Appūrts, &c.—

AND all the Estate, &c.—

TO HOLD the ſame unto ſd. Bankers, their Exōrs, Admōrs & Ass^e. from thncefth. for all the then Residue of ſd. term of 99 years, dētble with the Lives of ſd. John Long & Wm. Long as afores^d. (p. 214),—

SUBJECT, &c. (*as in p. 214);—

AND ALSO SUBJECT to a—

PROVISO in the now abſt^r. lñdre cont^d.,—That if ſd. Noakes, his Heirs, Exōrs, Admōrs or Ass^e. ſho^d. within 3 cal^r. months next after Notice thereof given to him or them or left at his or their last or most usual place of abode in England, pay or cause to be p^d. unto ſd. Bankers, their Exōrs, Admōrs or Ass^e., in the Cōm Dining Hall of Lincoln's Inn, betw^e. the Hours of 10 & 12 of the clock in the forenoon, all ſuch Sum or Sums of Mon^y. as ſho^d. be then due from him ſd. Noakes, his Exōrs, Admōrs or Ass^e., unto ſd. Bankers, their Exōrs, Admōrs or Ass^e., upon

Bal^{ce} of Accts., not exceed^s. in the whole the Sum of £8000, at the expir^{on} of such Notice, they s^d. Bankers, their Ex^{ors}, Adm^{ors} or Ass^s., would, at the req^t. & costs of s^d. Noakes, his Ex^{ors}, Adm^{ors} or Ass^s., reconvey & reassure the before abst^d. Freeh^d. Her^{ed}its [& Prem^{es}] unto & to the use of him s^d. Noakes, his Heirs & Ass^s; And also reassign & reassure s^d. Leaseh^d. Prem^{es} for all the then residue of s^d. term of 99 years d^{et}ble as afs^d. unto him s^d. Noakes, his Ex^{ors}, Adm^{ors}, or Ass^s; or unto such person or ps^{ons}, & in such manner as he or they resp^{ly} should direct or appoint:

GENERAL POWER of Sale of the same sev^l. [Freeh^d. & Leaseh^d.] Her^{ed}its & Prem^{es}, in case default should be made in pay^t. of s^d. monies accord^y.; [which monies still remain due].

COVENANTS by s^d. Noakes, for himself, his Heirs, Ex^{ors} & Adm^{ors}, with s^d. Bankers, their Heirs, Ex^{ors}, Adm^{ors}, & Ass^s.—For pay^t. of s^d. Monies accord^s. to s^d. Proviso,—

That, except as hinafr. ment^d., he was iffully seised of s^d. Freehold Her^{ed}its & Prem^{es},—

That he was well ent^d. to s^d. Leaseh^d. Prem^{es} for the then Residue of s^d. term, d^{et}ble as afs^d.,—

That he had full power to convey, assign, & assure the same Her^{ed}its & Pr^{emes} resp^{ly} in manner afs^d.,—

For quiet enjoy^t. after default in pay^t. [of s^d. Monies accord^s. to s^d. Proviso],—

... Free from incūmbs (except s^d. term of 500 years created by the before abst^d. Indre of the 23^d of July, 1822 (p. 126), & so assigned as afs^d. (p. 127)); &

For further Assurance:—

DECLARATION & AGREEMENT, That s^d. Noakes should peaceably enjoy s^d. sev^l. Freehold & Leaseh^d. Herédits until default shd. be made in pay^t. [of s^d. Monies accord^t. to s^d. Proviso]:

PROVISO & DECLARATION that no sale of s^d. abst^d. should be made or advertised until 6 months next after a notice in writing requiring pay^t. of s^d. Princ^l. Sum & Int^t;

EXECUTED by s^d. Webb—Tripp—& Noakes & duly att^d. &—

RECEIPTS—by s^d. Webb for £3425, & by s^d. Noakes for £1200 end^d. & severally signed & witn^d.—

Same date BY INDENTURE of ASSIGNMENT, [of this date,] made between—The s^d. Cha^l. Roe (p. 134), of the 1st part,—The s^d. Tho^l. Noakes, of the 2^d. part,—The s^d. Tegg, Iles, Cole & Smart, of the 3^d part,—& Walter Wells, of &c., Gent^a., of the other part,—after—

RECITING the before abst^d. Indres [of Lease & Release] of the 22^d & 23^d of July, 1822 (p. 106);

AND RECITING, that by virtue of divers mesne Assign^ts. Assūrces & other Acts in the Law, & pār-

larly by virtue of the before abst^d. Iñdre of the 13th. of April, 1840 (p. 134), s^d. term of 500 years created by the before abst^d. Iñdre of the 23^d of July, 1822 (p. 106), had become vested & then stood limited to s^d. Roe, In trust for s^d. Noakes, his Heirs & Ass^s, & for such Person or Persons as he or they should direct or appoint;

AND ALSO RECITING the last abst^d. Iñdres [of the 23^d & 24th of Dec^r. 1867] (p. 233);

AND ALSO RECITING that s^d. Bankers had req^d. that s^d. term might be ass^d. to s^d. Wells In trust for better secur^s. the repay^t. of all such sum & sums of money as should become due to them upon or by virtue of the last abst^d. Iñdre, in manner thin & hinafter ment^d.;

IT IS WITNESSED, that in coñson of 10s. to s^d. Roe paid by s^d. Wells, HE s^d. Roe, (by the dirón of s^d. Noakes, & on the nominón of s^d. Bankers [test^d. as thin ment^d.,]) DID bargain, sell, assign, transfer, & set over ;—AND s^d. Noakes, in coñson of 10s. to him paid by s^d. Bankers, DID bargain, sell, assign, transfer, & set over unto s^d. Wells, his Exōrs, Admōrs, & Ass^s.—

ALL SUCH, so much, & such part & parts of the Freehold Herēdits [& Premēs] comp^d. in the last abst^d. Iñdre of Rēle as were comp^d. in s^d. term of 500 years ;

To gr. with the Appūrts thūnto rēsply belong^g.;

AND all the Estate, &c.

TO HOLD the same unto s^d. Wells, his Exōrs,

Admōrs, & Ass^s., from thncefth. for all the then Residue of s^d. term of 500 years,—

IN TRUST nev^s. for s^d. Bankers, their Exōrs, Admōrs, or Ass^s., for better secur^s. the Repay^t. of all such Sum & Sums of Money as was then & sho^d. [or might] thafter become due to them upon or by virtue of the last abst^d. Indre, & for that purpose to be ass^d. & disposed of as they sho^d., during the contin^{ce}. of the same security, direct or appoint; AND in the mean time, subject thto, & from & immed^y. after pay^t. of the same [Sum or Sums of Money],—

IN TRUST for s^d. Noakes, his Heirs & Ass^s., & to be ass^d. & disposed of as he or they sho^d. direct or appoint, & to attend the Inhānce of s^d. [Herēdits &] Premises [& to protect the same from all mesne incūmbs, if any such there were]:

EXECUTED by all s^d. pties, except s^d. Wells, & duly att^d.

January, BY DEED-POLL or Policy of Assur^{ce}. of this date, 1869. after—

RECITING, that s^d. Noakes had made a proposal in writing for an assūrce with "The Clerical, Med-
ical, & Gen^l. Life Assūrce Society," in the sum of £300, upon the life of s^d. John Long [or, "of A. B. of &c., gentⁿ."] ; & as a basis of the cont^t. of the s^d. assūrce, a declōn in writing had been made & deliv^d. at the office of the s^d. Society, bear^s. date the s^d. 23^d of Dec^r. 1868, setting forth that s^d. Noakes had an int^t. in Long's life, to the full amt. of £300 ;—that his (Long's) age did not exceed

65 y^rs. ;—that s^d. Long was then in good health,—had the small pox (a),—had not had the cow pox,—had not had the gout,—had not been afflicted with asthma, spitting of blood, convuls^s. or insanity—had not had a rupture or any fit,—was of sober & temperate habits,—& free from any disease tending to shorten life ;

AND RECITING that s^d. Noakes had then paid s^d Society £—as a prēm for such assūrce for one year, from the day of the date of the now abst^r. Policy.

IT IS WITNESSED, that 3 Directors of s^d. Society subscrib^r. the now abst^r. Policy, Did thby declare on the behalf of s^d. Society, that if s^d. Long sho^d. die before or on the 6th of Jan^y. 1870, or if he lived beyond that day, & s^d. Noakes, his Exōrs, Admōrs, or Ass^s. sho^d. pay at the office for the time being of s^d. Society during the life of s^d. Long, the like Ann^l. Prēm of £—, on or before the 6th of Jan^y. in each succeeding year, THEN the Funds & property of s^d. Society sho^d. (accord^r. to the provisions of their Deed of Settl^t.) be subject & liable to pay unto s^d. Noakes, her Ex., Ad. or Ass^s., within 3 cal^r. months next after due proof to the satisfⁿ. of the Directors for the time being of the death of s^d. Long, the sum of £300 sterling :

PROVISO, that if any thing in s^d. declōn sho^d. be untrue, deceptive, or fraudulent,—Or, in case the sev^l.

(a) *Or, more concisely*—had the small pox, but not the cow pox, gout, asthma, spitting of blood, convulsions, insanity, rupture, or any fit, &c.

- Letters, Testimonials, or other Docum^{ts}. addressed to & deposited with s^d. Society sho^d. be found unauthentic in themselves, or fraudulent or collusive in the matters thin cont^d.—Or sho^d. not be fully explan^y. of every requisite the Dirōrs out to be apprised of in granting the assur^{ce}. Then the now abst^s. Policy sho^d. be void, & all mo^s. p^d. thōn forfeited to the Society.

PROVISO that the now abst^s. Policy sho^d. be subject & liable to the sev^l. Coñdons & Regul^{ns}. thūpon end^d. so far as [the same might be] applicable, in the same manner & as effect^y. as if incorpor^d. thin :

PROVISO & DECLARATION, that the funds & property of s^d. Society (subject nev^a. to prior Claims & Demands) sho^d. alone be liable to satisfy any Claims or Demands upon s^d. Society in respect of the now abst^s. Policy, & that no [Dirōr or other Proprietor of s^d. Society, or his or her Heirs, Exōr or Admōr, sho^d. be in anywise individ^y. subject or liable thto beyond the am^t. then unpaid of his or her share or shares in the Capital of s^d. Society; & no other] psōn or psōns sho^d. be in anywise subject or liable thereto.

EXECUTED by G. S. Merriman, John Dixon, & Geo. G. Babington, & duly att^d (a).

(a) Policies of assurance are seldom abstracted at all, and when they are, it is generally done in a very concise manner. But it is submitted, that when they are the subject of a sale, or form part of a security, they should, like every other Document, be abstracted in full, so as to enable the purchaser or mortgagee to see the conditions and

19 Dec., 1847. BY THE ROLLS of the Court of Queen's Bench (a) satisfaction of the Judgm^t. entered up in pursu^{ce}. of the before abst^d. Warr^t. of Att^r. (p.) has been acknowld^d. on the Record thereof, Roll 5117, and searches for other Judgm^{ts}. affecting the Prem^{es} called "Bell's," (p. 144) within the last 10 years have been made, but none were found, except the following [*Here state any now existing and so registered*].

The mortgagor was married previously to the date of last abst^d. deed, but his wife is now dead.

contingencies affecting them, which, in the several offices, essentially differ; and to make any inquiries he may consider desirable respecting their validity.

(a) *Or*, Com. Pleas—*or*, Exch^r. &c.

APPENDIX.

ABSTRACT OF A CHARTER.

14 Dec., BY CHARTER, of this date, the Taylors of the
 1 Edw. 1. City of S. were ordained & estab^d. as a Brotherhood
 (1272.) or Guild, in the Chapel of St. John the Baptist, in
 the Parish Church of St. Thomas, in s^d. City, &
 were auth^d. & licensed to choose & app^t. ann^{ly}. of
 their own Compy. 2 wardens to govern s^d. Mystery,
 Fellowship, Brotherhood, or Guild.

AND it is directed—THAT the Wardens & Fellows
 sho^d. have contin^l. succession & a common seal for
 their affairs to serve for ever;—

THAT they & their successors might rēce, admit, &
 accept any psōns, as well men as women, to be Brōs
 & Sisters of s^d. Guild from time to time & to be called
 “*The Wardens & Fellows of the Mystery & Brothers & Sisters of the Brotherhood or Guild of St. John the Baptist*”; & by that name sho^d. be capable in law of
 receiving in Fee & perpetuity the Lands & Rents &
 other possōns what^r., to be holden of them & their
 successors for ever;

AND THAT they might sue & implead in the Courts
 & places & prosecute & defend according to the laws

& customs of the Realm, & hold assemblies & make stat^e. & ordinances for the govt. of s^d. Brotherhood or Guild, & purchase Lands, Tenen^ts. & possōns in demesne & revōn to the value of £— a year:

TO HOLD to them & their successors, they finding of a Chaplain to celebrate Divine Services at the Altar of S^t. John the Baptist in s^d. Church every day for the good state of the then King's progenitors, & for the maintaining other works of charity according to the ordinance, will, & pleasure of s^d. Wardens & Fellows & their successors for ever; the stat. of mortmain notwithstanding:

AN^d by the now abst^e. Charter it is further directed that s^d. Wardens & Fellows should have power with the licence & approb^a. of the Lord Bp. of S. for the time being to grant leases of the Lands to be so purc^d. for any term not exceeding 100 years dētble with 3 lives; so that the most improved rents sho^d. be reserved by such leases for the mainten^{ce}. & improv^t. of s^d. Charity—

THE ROYAL Seal of Great Britain affixed.

Feast of St. Hiliary **BY CHARTER**, of this date, the before abst^d Charter was RATIFIED by Rich^d. (Beauchamp) Bp. of S. & confirmed by the Dean & Chapter.

10 Dec., 1st Mary 1. **BY ANOTHER CHARTER**, of this date, the last abst^d. Charter was also RATIFIED & confirmed by Queen (1553.) Mary the First.

12 Dec., BY ANOTHER CHARTER, of this date, both the
 1 Eliz. before abst^d. Charters were further RATIFIED & con-
 (1558,) firmed by Queen Elizth.

ANCIENT FEOFFMENT. (By a Guild.)

12 May, BY INDENTURE of FEOFFMENT, of this date, &
 1595. made bet^r. John Taylor, of the City of R., Mercer,
 of the one part, & The s^d. Wardens & Fellows of the
 other part :

IT IS WITNESSED that s^d. Taylor, in cons^{on} of £900 to him p^d. by s^d. Wardens & Fellows, DID grant, bargⁿ., sell, & enfeoffe unto s^d. Wardens & Fellows, & their successors,—

ALL THAT Burgage-tent^t. or Dho^{use}, situate in West St., in s^d. City of B., & then in occ^{on} of Jeremy Didler, or his undertenants ;

AND ALSO all that the Storehoⁿ. or Warehⁿ., Yard, & Her^edit^s th^to adjoin^s. & belong^g. & then in the occ^{on} of Timothy Twist;

AND the Rev^{ons}, &c.

AND all the Estate, &c.

AND all Deeds, &c.

TO HOLD the same unto s^d. Wardens & Fellows, & their successors for ever :

WARRANTY by s^d. Taylor of s^d. abst^d. Pr^{es} unto s^d. Wardens & Fellows & their successors ag^t s^d. Taylor & his Heirs & Adm^{rs}.

EXECUTED by s^d. Taylor & duly att^d.

RECEIPT for £900 end^d., signed, & witn^d.

The Deeds relating to the abst^d. Prés are lost, but by entries in the minute book of the proceedings of the Corporation it appears that the Leases of the Prés for 99 years, détble with 3 lives, have, with the Licence of the Bishop for the time being, been regularly granted by them ever since the purchase; & they have regularly received the rents, fines for renewals, and other profits of the property, & applied them for the support of the Chaplin & other purposes of s^d Guild.

THE following is an abst^c of the licence for the first Lease thōf. :—

16 March, BY DEED POLL, of this date, under the hand & 1596. episcopal seal of John, Lord Bishop of S., after—

RECITING the before abst^d. Charter.

THE s^d. Bp, for the better mainten^{ce}. & continu^{ce}. of s^d. Corporatⁿ. of Taylors, Did give full licence & consent to s^d. Wardens & Fellows to grant & demise—

ALL THAT, &c. (*Description.*)

For any Term or Terms of years not exceeding 99, détble with 3 lives, at the most imp^d. rent.

EXECUTED by s^d. J., Lord Bp of S., &

EPISCOPAL Seal affixed.

The Corporation is now reduced to a small number; & it does not appear that any particular duties or functions are incumbent on them beyond the ordinary

municipal regulations; nor that the property is affected by any elemosynary grant, or is subject to any charitable or other specific use, than that stated in the Charters.

CONTRACT.

1 Oct., 1872. BY CONTRACT, of this date, made between the s^d. Joseph Dart, of the one part, & George Dunn, of No. —, Piccadilly, London, Gent^t, of the other part;
THE s^d. Dart agreed to sell to s^d. Dunn at the sum of £—

THE fee simple & Inhānce in possōn, free from all incūmbs, of & in—

THE before abst^d. Premises (a).

AND s^d. Dart fur^r agree to deduce & furnish at his own expense, a [good &] marketable title thereto in Fee (b), free from all incumb^s whate^r (c).

AND ALSO at the expense of s^d. Dunn to convey

(a) If only *a part* of the property before described be sold, the description in the Contract should be fully set out here, adding—"WHICH s^d. Premēs are a part of those before abst^d. (p. —)."

(b) If there be any restriction as to the commencement of the Title to be deduced, it should be shown, thus—"THAT the Title to s^d. [abst^d.] Premēs sho^d. commence with an Iñdre [or, 'Will,' or other document,] bearing date the — day of — 18—."

(c) If any exception or reservation be made, here set it out fully.

& assure s^d. Premēs unto him, his Heirs & Ass^e., or as he or they sho^d. direct, on pay^t. of s^d. princ^l. money;

AND SAID Dunn agreed to purc^e s^d. Prēs (a) accord^y—to pay the residue of s^d. purc^e money—& to pay s^d. to s^d. Dart, or as he sho^d direct, at the time thinafter appointed :

MUTUAL AGREEMENT that a deposit of £10 per cent. on s^d. purc^e money sho^d. be paid by s^d. Dunn on exec^{on} of the now absts Inst^u.—THAT all outgoings in respect of s^d. Premēs sho^d. be defrayed by s^d. Dart ;—THAT the purc^e sho^d. be completed on the—day of—then next ;—THAT (b) s^d. Dart sho^d. at the expense of s^d. Dunn, enter into the usual Cov^t. to produce the Title Deeds to him & to furnish copies, plain or attested, of, or extracts from the same resp^y ;—THAT all Documentary & other Evidence req^d. by s^d. Dunn sho^d. be procured, prod^d., & furn^d. at his expense.

(a) *Or, s^d. last ment^d. Premēs"—or, "the Premēs last before desc^d.*

(b) If there be any restriction as to the Covenants to be entered into by the Vendor, it should be set out in the order in which the clause stands in the Contract ; thus—“THAT s^d. Dart, being only a Trustee for sale,—[or, ‘assignee,’] shall not be bound [or compellable] to enter into any Cov^t. for Title”—or, “any other Cov^t. than that he has done no act to incumber” (*following the words of the Contract*).

So as to quantities :—“THAT the quantities, being taken from the Tithe Survey, (*or other source*) were believed to be, & sho^d. be taken to be correctly stated, & no abatement sho^d. be required if any error sho^d. be discov^d. thin.”

SIGNED by both parties [on a 6d. stamp] & duly att'd. &

RECEIPT for £—— [paid by way of deposit,] end'd. signed & witn'd.

CONTRACT AND CONDITIONS OF SALE.

1 Oct., 1872. BY CONTRACT, of this date, the s^d. Dart [at an Auction, held this day at the Crown Inn, Wake, (Stamp 6d) Kent,] agreed to purce at £——,

THE before abst'd. Prēmes (a) with the timber thōn (b).

SUBJECT to the following conditions,—

1. THAT the Pürce sho^d. pay a deposit of £10 per cent, on, & in part of his pürce money.
2. THAT (c) the Title to s^d. Prēmes sho^d. commence

(a) If only *a part* be sold, see ante, p. 252, n. (a).

(b) *Or, the Fixtures & Fittings therein.*"

(c) All such conditions as relate simply to the Auction need not be set out; nor those relating to furnishing the abstract, requisitions on the title, preparation of deeds, tillages, or the like. But those relating to the title,—its commencement, restrictions as to persons, covenants, or the like, and those relating also to rights of way, lights, or other easements; as well as those relating to covenants to produce deeds, quantities, boundaries, tenancies, or the like, should be set out fully.

with an Indre [or, "Will" or other document]
dated the — day of — 18 — ;

3. THAT the Purchr sho^d. take at a fair valuation & pay for all the timber (a) on s^d. Prēs down to 1s. per stick inclusive ;
4. THAT the Purchr should pay the costs of procuring, producing, & furnishing all Documentary & other Evid^e. what's.
5. THAT on pay^t. of the residue of the purce money, on the — day of — then next, the Vendor would at the expense of the purcr, convey & assure (b) s^d. Prēs to him, his Heirs or Assigns or as he sho^d. direct ;
6. THAT no abatem^t. sho^d. be req^d. in respect of any error in the descⁿ. of the property or otherwise (c).

(a) Or, "all the Fixtures & Fittings."

(b) If the property be *Copyhold* or *Leasehold* for lives,— "convey [or, 'surrender'] & assure s^d. Premēs during the lives of A.B., aged — years, & C.D., aged — years."

If *Leasehold* for years determinable with lives, say—"assign & assure s^d. Prēs unto the Purchr. for the residue of a term of — years, granted by an Indre of lease, dated the — day of — 18 — (according to the fact), & dētble with the lives of A.B., aged — years, & C.D., aged — years."

If *Leasehold*, say—"assign & assure s^d. Premēs absy. during the residue of a term of — years, granted by an Indre of lease dated &c. (as above).

(c) This form is given as a mere skeleton, so as to show the mode of setting out these documents, and, at the same time, with a view of saving space and consequent expense.

SIGNED by s^d. Dunn, & by R. S., [the auct^r.,
on behalf of] the Vendor, & attested ; &—

RECEIPT for £—, deposit money, end^d.
signed & witn^d.

Where, however, it may be considered necessary to abstract conditions of sale, (having reference to the observations made in p. 70 respecting them,) they can, of course, be set out more fully, or, to prevent doubt or question, literally.

By the following TABLE, the SESSIONAL (a) date of any Act of Parliament, from the 1 Geo. III. to the present date, can be readily ascertained; and it is therefore considered a useful appendage to this work

George III. began to reign October 25, 1760.	George IV. began to reign Jan. 29, 1820.	William IV. began to reign June 26, 1830.	Victoria began to reign June 20, 1837.
1761 1 1791 31	1820 1	1830 { 11 G. 4. & 1 W. 4	1837 { 7 W. 4 & 1 Vict.
1762 2 1792 32			1838 1 & 2
1763 3 1793 33	1821 2		1839 2 & 3
1764 4 1794 34		1831 1 & 2	1840 3 & 4
1765 5 1795 35			1841 4 & 5
1766 6 1796 36	1822 3		1842 5 & 6
1767 7 1797 37			1843 6 & 7
1768 8 1798 38			1844 7 & 8
1769 9 1799 39	1823 4	1832 2 & 3	1845 8 & 9
1770 10 1800 40			1846 9 & 10
1771 11 1801 41			1847 10 & 11
1772 12 1802 42	1824 5		1848 11 & 12
1773 13 1803 43		1833 3 & 4	1849 12 & 13
1774 14 1804 44			1850 13 & 14
1775 15 1805 45	1825 6		1851 14 & 15
1776 16 1806 46			1852 15 & 16
1777 17 1807 47		1834 4 & 5	1853 16 & 17
1778 18 1808 48	1826 7		1854 17 & 18
1779 19 1809 49			1855 18 & 19
1780 20 1810 50			1856 19 & 20
1781 21 1811 51	1827 8	1835 5 & 6	1857 20 & 21
1782 22 1812 52			1858 21 & 22
1783 23 1813 53			1859 22 & 23
1784 24 1814 54	1828 9		1860 23 & 24
1785 25 1815 55		1836 6 & 7	1861 24 & 25
1786 26 1816 56			1862 25 & 26
1787 27 1817 57	1829 10		1863 26 & 27
1788 28 1818 58			1864 27 & 28
1789 29 1819 59		1837 { 7 & 1 Vict.	1865 28 & 29
1790 30 1820 60	1830 11 & 1 W. 4 }		1866 29 & 30
			1867 30 & 31
			1868 31 & 32
			1869 32 & 33
			1870 33 & 34
			1871 34 & 35
			1872 35 & 36
			1873 36 & 37

(a) The *regal* date is of course the year preceding. Thus, the *first* of the sessional is the *second* of the regal year.

GLOSSARY

OF CONTRACTIONS USED IN THE FORMS (a).

ABSOLUTELY	...	... <i>absy.</i>
ABSTRACT-ED	...	... <i>abst^t.</i> — <i>abst^d.</i>
ACCORDING-LY	...	... <i>accord^g.</i> , <i>accord^y.</i>
ACCOUNT	...	... <i>acct.</i>
ACKNOWLEDGE-D	...	... <i>ackn^e.</i> , <i>ackn^d.</i>
ADJOIN-ED-ING	...	... <i>adjⁿ.</i> , <i>adjn^d.</i> , <i>adjn^g.</i>
ADJOURN-ED-ING	...	... <i>adjoⁿ.</i> , <i>adjo^d.</i> , <i>adjrn^g.</i>
ADMEASUREMENT	...	... <i>admeasurem^t.</i> , <i>admeas^t.</i>
ADMINISTER	...	... <i>adm^r.</i>
ADMINISTRATORS	...	... <i>admōrs</i> — <i>ad.</i>
ADVANCE-ED	...	... <i>adv^e.</i> , <i>adv^d.</i>
ADVERTISEMENT	...	... <i>advertisem^t.</i> , <i>adver^t.</i>
AFFIDAVIT	...	... <i>affid^t.</i> , <i>aff^t.</i>
AFFIRMATION	...	... <i>affirmatⁿ.</i> , <i>affirmⁿ.</i> , <i>affirm^g.</i>
AFORESAID	...	... <i>afores^d.</i> , <i>afs^d.</i>
AFTERWARDS	...	... <i>afterw^{ds}.</i> , <i>aftw^{ds}.</i>
AGAINST	...	... <i>ag^t.</i>
AGREEMENTS	...	... <i>agreem^{ts}.</i> , <i>agr^{ts}.</i>
ALLOTTED	...	... <i>all^d.</i>
ALTOGETHER	...	... <i>altog^r.</i>
ANNEXED	...	... <i>ann^d.</i>
ANNUAL	...	... <i>ann^l.</i>
ANNUITY	...	... <i>ann^y.</i>
ANNUM	...	... <i>ann.</i>
ANSWERABLE	...	... <i>añsble.</i>
APPLICATION	...	... <i>applicōn</i> — <i>applōn.</i>

(a). This Glossary is, of course, intended entirely for beginners.

APPOINTED	...	...	app'd.
APPOINTEES	...	...	apptés.
APPOINTMENT	...	...	appntm ^t , apptm ^t .
APPURTENANCES	.	...	appürts.
ASSIGN-EES, ASSIGNS	...	...	ass ⁿ ., assées, ass ^t .
ASSIGNMENT	...	...	assignm ^t , assnm ^t , ass ^t .
ASSISTANCE	...	...	assist ^{ce} .
ASSURANCE	...	...	assürce, assur ^{ce} .
ATTESTED	...	...	att'd.
AUTHORITIES	...	...	autho ^t .
BARGAIN	...	...	barg ⁿ .
BELONGING	...	...	belong ^g .
BEQUEATHED	...	...	beq'd.
BETWEEN	...	...	bet ⁿ .
BOUNDARIES	...	...	bound ^s .
BOUNDED	...	...	bd ^d .
BUILDINGS	...	...	build ^s , bldg ^s .
CALENDAR	...	...	cal ^r .
CHARGED	...	...	chéd.
CHARGEABLE	...	...	châble.
CHILDREN	..	...	child ⁿ .
COMMON	...	...	com.
COMPRISED	...	...	comp'd.
CONCERNING	...	...	concern ^s , concn ^t .
CONDITIONS	...	...	condon.
CONSECUTIVE	...	...	consec ^e , cōnseq ^t .
CONSEQUENCE	...	...	conseq ^{ce} .
CONSEQUENT	...	...	conseq ^t .
CONSIDERED	...	...	consid ^d , cons ^d .
CONSOLIDATED	...	...	consolid ^d , consol ^d .
CONTAINING	...	...	contains ^s , cont ^s .
CONTINUED-ING	...	...	cont ^d , contine ^t .
CONTINGENT	...	...	conting ^t , contñg ^t .
CONUZANCE	...	...	conuz ^{ce} .

CONVEYANCE	...	convey ^{ce} ., convey ^{ce} .
CONVEYED-ING	...	conv ^d ., convey ^s ., conv ^s .
COUNTY	...	co.
COVENANTS	...	cov ^{ts} .
DAMAGES	...	damg ^s ., dam ^s .
DAUGHTER	...	dau ^r ., daūr.
DECEASE-ED	...	déce, dec ^d .
DECLAR-ED	...	decl ^e ., decl ^d .
DECLARATIONS	...	declar ^{ns} ., declōns.
DEDUCTIONS	...	dedōns, ded ^{ns} .
DEFENDANT	...	deft.
DEFAULT	...	defit.
DEMANDANT	...	demand ^t ., dem ^t .
DESCRIBED	...	desc ^d .
DESIRED-ABLE	...	des ^d ., dsirble.
DESCRIPTION	...	descript ⁿ ., descrōn., discr ⁿ .
DETERMIN-ED	...	determ ⁿ ., determ ^d ., det ^d .
DETERMINABLE	...	détable, detrm̄ble.
DEVISE-ED	...	dev ^e ., dev ^d .
DISCHARGE-D	...	dischē, disch ^e ., disch ^d .
DISCRETION	...	discret ⁿ ., descrōn.
DIVIDED	...	div ^d .
DIVIDEND-S	...	divid ^d ., divid ^s ., divd ^s .
DURING	...	durs.
DWELLINGHOUSE	...	dwellingh ^e ., dhouse.
EFFECTS	...	eff ^s .
EFFECTUALLY	...	effect ^v .
ENJOYED-MENT	...	enj ^d ., enjoym ^t . enjoy ^t .
ESTATES	...	est ^s .
ESTIMATE-ED	...	estim ^e ., estim ^d .
ESTIMATION	...	estmōn, estim ⁿ .
EVIDENCES	...	evid ^s .
EXAMINATION	...	examōn, exam ⁿ .

EXECUTORS	...	...	exērs, ex.
EXECUTION	...	...	execōn.
EXEMPLIFICATION	...	...	exemplif ⁿ ., exempl ⁿ .
EXPEDIENT	...	...	exped ^t .
EXPRESS-ED-LY	...	...	exp ^e ., exp ^d ., exply.
FEOFFMENT	...	...	feoffm ^t ., feoff ^t .
FOLLOWING	...	...	folls.
FORECLOSURE	...	...	forecl ^t .
FORMERLY	...	...	form ^y .
FURTHER	...	...	fur ^r .
GARDEN	...	...	gdēn.
GOVERNMENT	...	...	governm ^t ., govt.
HABENDUM	...	...	habndm, hbndm.
HEREDITAMENTS	...	...	hēredits, hēres.
INCUMBRANCES	...	...	incūmbs.
INDEMNITY	...	...	indemny ^r ., indy.
INDENTURE	...	...	iñdre.
INHERITANCE	...	...	inhānce.
INTENT	...	...	int ^t .
INTEREST	...	...	int.
IRREVOCABLY	...	...	irrev ^y .
JUDGMENTS	...	...	jugm ^t ., judg ^t .
LAWFUL-LY	...	...	lfl., lfy.
LEGACY-IES	...	...	leg, legs.
LIMITATIONS	...	...	limit ⁿ ., limōns.
LORDSHIP	...	...	ldship.
MAINTENANCE	...	...	mainten ^{ce} ., mainte ^{ce} .
MARRIAGE	...	...	mārre, marr ^e .
MENTIONED	...	...	ment ^d .

MEMBERS	...	... memb ^e .
MESSUAGES	...	... mēsses, mess ^e .
MISAPPLICATION	...	... misapplōn.
MONEY	...	... mo.
MONIES	...	... mo ^e .
MORTGAGE	...	... mortge, mortg ^e .
MUTUALLY	...	... muty.
NECESSARY	...	... necess ^y .
NEVERTHELESS	...	... nevēless.
NOMINAL	...	... nom ^l .
NOMINATE	...	... nomin ^e .
NOMINATION	...	... nominōn.
NOTWITHSTANDING	...	... notwithst ^e .
OBLATIONS	...	... oblat ^e .
OBLIGATION	...	... oblig ^a ., oblōn.
OBVENTION	...	... obvñt ^e .
OCCUPATION	...	... occōn.
OCCUPIED	...	... occ ^d .
OTHERWISE	...	... òrwise.
OUTBUILDINGS	...	... outbuild ^e ., outb ^{es} .
OUTHOUSES	...	... outho ^e .
PAYING	...	... pay ^e .
PEACEABLE-LY	...	... peāble, peābly.
PERFECT-ED	...	... prft ^e ., prfct ^d .
PERFORMED	...	... perf ^d .
PERSONAL	...	... pers ^l .
PERSON-S	...	... psōn ^l ., psōns.
PLAINTIFF	...	... pltf ^l ., plt.
PORTIONS	...	... port ^{as} .
POSSESSION	...	... possōn.
POSSESSED	...	... possēd.
PREMISES	...	... premēs, près.
PRESUMPTIVE	...	... presumpt ^e ., prsmp ^t .

PRINCIPAL	...	... princ ^l .
PROCEEDINGS	...	... proceed ^s ., prōcd ^s .
PROPERTY	...	... prop ^{ty} ., prop ^y .
PROVISIONS	...	... prov ^{ns} :
PROVISIONS	...	... prov ^s .
PURCHASER-S	...	... purc ^r ., purc ^{rs} .
PURPOSES	...	... pposes.
PRESUANT	...	... pursu ^t .

QUARTERLY	...	... qūrly, qrly.
QUESTION	...	... quest ^a ., qst ^a .

REASONABLE-BLY	...	... reāsble, reāsblly.
RECEIVE	...	... réce, rec ^e .
RECEIPT	...	... rec ^t .
RECITING	...	... recits.
RECOVERY	...	... recov ^y ., recōv ^y .
REDEMPTION	...	... redōn.
REDUCTION	...	... reduct ⁿ ., red ⁿ .
REGISTER	...	... reg ^r .
RELEASE	...	... rele.
REMAINDER	...	... rem ^r .
RENOUNCE	...	... ren ^{ce} .
RESIDUARY	...	... resid ^y .
REQUEST	...	... req ^t .
RESPECTIVE-LY	...	... respect ^e ., rēspive, rēsply.
REVERSION	...	... revōn.

SAID	...	... s ^d .
SATISFACTION	...	... satisfact ⁿ ., satisf ^a .
SETTLEMENT	...	... settlem ^t ., sett ^t .
SEVERALLY	...	... sev ^y .
SEVERALTY	...	... sev ^{lt} y.
SHOULD	...	... sho ^d .
SINGULAR	...	... sing ^r .

SOLEMNIZED	...	... solemn ^d .
SOLEMNIZATION	...	... solemniz ^a , solemn ⁿ .
SPECIALITIES	...	... specit ^a , splties.
SUBSCRIBE-D	...	... subsc ^e , subsc ^d .
SUBSCRIPTION	...	... subsc ⁿ .
SUBSTITUTE	...	... substit ^e , subst ^e .
SUCCESSIVELY	...	... succ ^y .
SUFFICIENT	...	... suff ^t .
SURRENDER-ED	...	... surr ^r , surr ^d .
SURROUNDED	...	... surroun ^d , srnd ^d .
SURVIVE-OR	...	... surv ^e , sur ^r .
SURVIVORSHIP	...	... survrship [,] , svrsp [.]
TESTATOR	...	... tēstor.
TESTATRIX	...	... testrix.
TESTIFIED	...	... tēsted, testf ^d .
THEREIN	...	... thin
THEREINAFTER	...	... thñafter, thñaf ^r .
THEREINBEFORE	...	... thñbef ^e , thnbf ^e .
THEREOF	...	... thōf.
THERETO	...	... thto.
THEREUNDER	...	... thuñder, thñder.
THEREUNTO	...	... thrūnto, thūnto.
TOGETHER	...	... tog ^r .
TRANSFER	...	... tfer.
TRUSTRES	...	... trées.
UNCANCELLED	...	... uncanc ^d .
UNDEFACED	...	... undef ^d .
WARRANT-Y	...	... warr ^t , warry.
WHATSOEVER	...	... whats ^r .
WHENSOEVER	...	... whens ^r , whñs ^r .
WHERESOEVER	...	... wherees ^r , whrs ^r .
WHETHER wher.
WHICHSOEVER whichs ^r .
WITNESS-ED-ETH wit ^t , witn ^d , witn th .
WHOSOEVER whos ^r .

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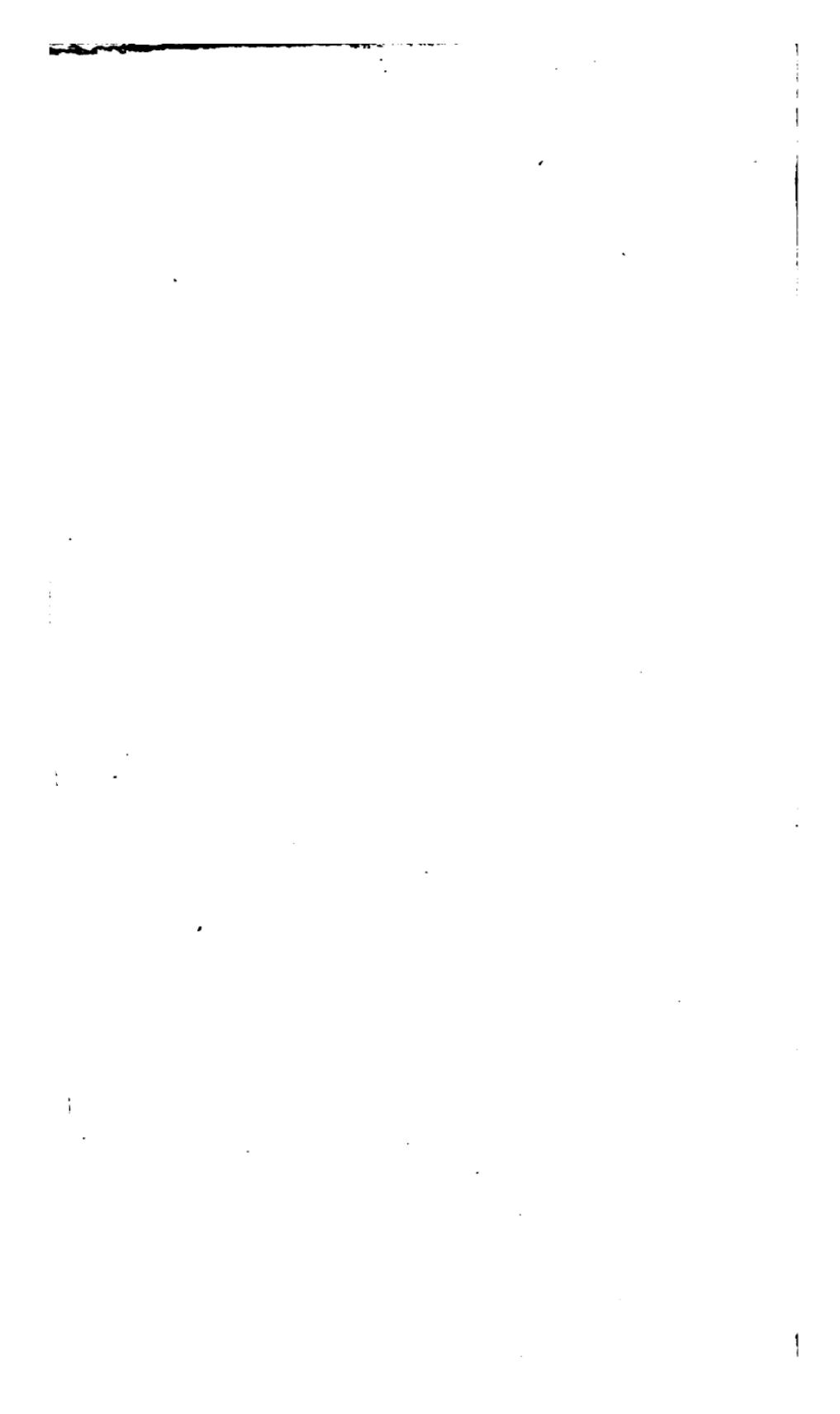
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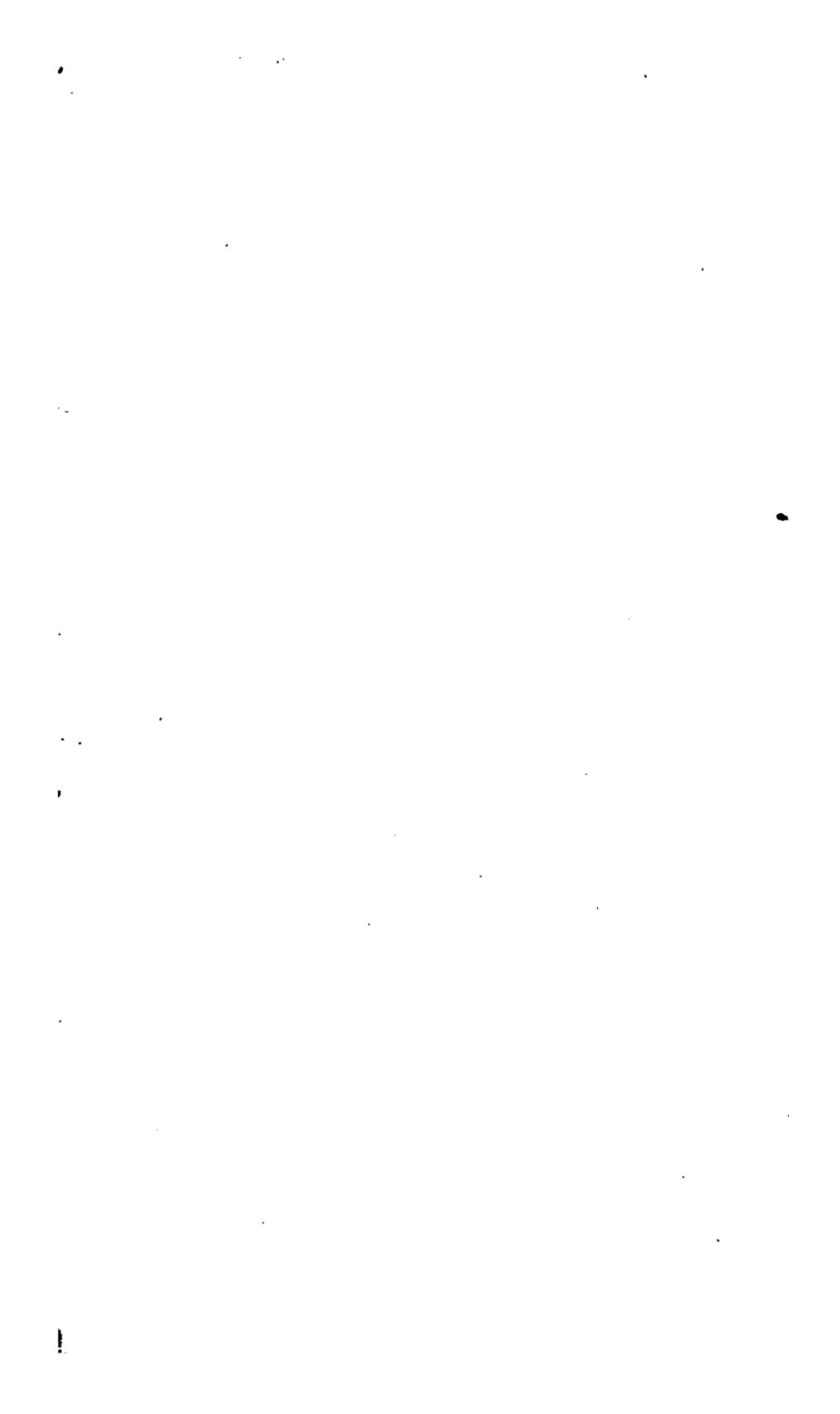
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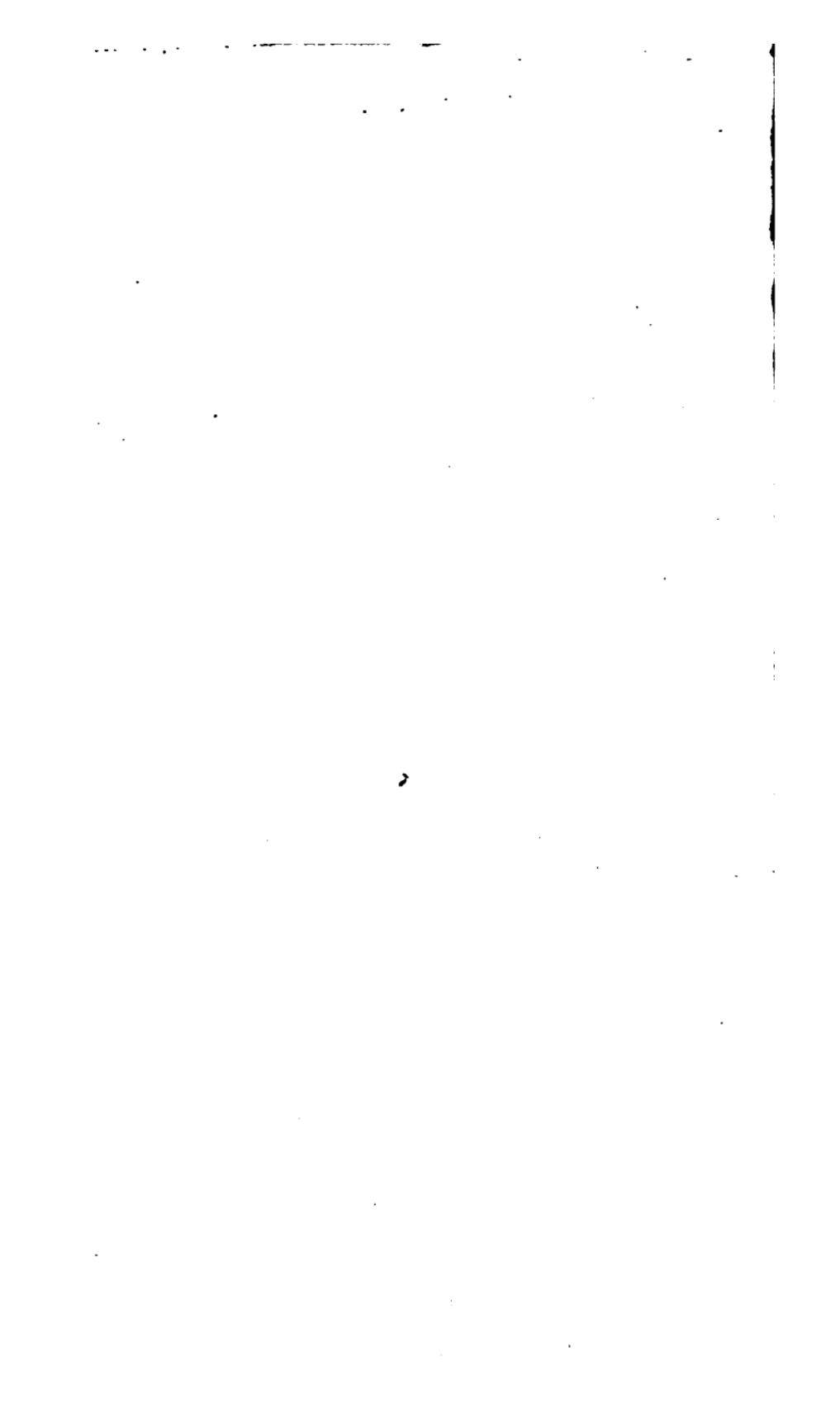
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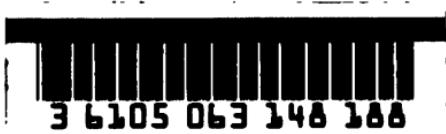












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